

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING  
MARCH 18, 2013  
6:30 P.M.**

002

- I. Call to Order/ (Closed Session) 6:00 P.M.**
- I. Call to Order/ (Regular Session) 6:30 P.M.**
- II. Invocation/Pledge of Allegiance**
- III. Adjustments/Approval of Agenda**
- IV. Public Comments**
- V. Approval of Consent Agenda**
  - A. Minutes**
    - 1. **January 29, 2013 Agenda Meeting Minutes** ..... pg. 6-7
    - 2. **February 18, 2013 Regular Meeting Minutes** ..... pg. 8-46
    - 3. **February 26, 2013 Agenda Meeting Minutes** ..... pg. 47-48
    - 4. **March 4, 2013 Regular Meeting Minutes** ..... pg. 49-58
  - B. Tax**
    - 1. **Tax Releases for March 2013** ..... pg. 59-67
    - 2. **November 2012 Motor Vehicle Valuation & Levy** ..... pg. 68-72
    - 3. **February 2013 Tax Collection Report** ..... pg. 73-76
  - C. Finance** ..... pg. 77-80

**Grant Fund-Rural Center Inpatient Hospice Care Center Grant**

**Revenues:**

RC-Inpatient Hospice Care Center	238176-332079	\$(8,000)
State Revenue Restricted		

**Expenditures:**

RC-Inpatient Hospice Care Center	238176-449995	\$(8,000)
Grant Expenditures		

The budget amendment above is to reduce the Rural Center Inpatient Hospice Care Center Grant in the amount of \$8,000. The grant was written for the creation of 10 full time jobs, however only 9 full time positions were created at the Inpatient Hospice Care Center and the Rural Center reimburses on a per job basis.

**DSS Fund**

**Revenues:**

Child Support Enforcement Incentives	145310-331028	\$(88,922)
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Expenditures:

Salary & Wages – Regular	145310-412100	\$(88,922)
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The budget amendment above is to reduce the federal child support enforcement incentives by \$88,922 to correspond with funding authorization received from DHHS reducing revenue to \$69,159 from the original budget projection of \$158,000.

**Schools Capital Projects Fund**Revenues:

NC Education Lottery Funds	428006-332850	\$1,360,000
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Expenditures:

NC Education Lottery Funds	428006-464103	\$1,360,000
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The budget amendment above is to appropriate NC Education Lottery Funds approved by the State Board of Education for the Leland Middle School Metal Roof Retrofit. This project was previously approved by the Board of Commissioners and the Board of Education.

**County of Brunswick, North Carolina  
Brunswick County Schools Capital Project Fund**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Schools Capital Project Fund:

**Schools Capital Project Fund:**Revenues:

NC Education Lottery	\$6,071,142
Investment Earnings	\$9,907
Transfer from General Fund	\$7,259,157
Transfer from Special School Capital Reserve	\$3,628,226
Transfer from School Capital Reserve	\$13,832,255
Fund Balance Appropriated	<u>\$6,542,506</u>
<b>Total Schools Capital Project Fund Revenues</b>	<b>\$37,343,193</b>

Expenditures:

Excess Ad Valorem Funded Schools Projects	\$8,343,933
Local Option Sales Tax Funded School Projects	\$17,698,167
GF Hold Harmless Medicaid Swap Funded Projects	\$372,871

NC Education Lottery School Projects	\$6,071,142
Current Year Estimated Excess Ad Valorem Agreement Contingency	\$678,453
Ad Valorem Contingency	\$3,493,314
Sales Tax Contingency	\$371,300
Transfer to General Fund	<u>\$314,013</u>
<b>Total Schools Capital Project Fund Expenditures</b>	<b>\$37,343,193</b>

Section 2. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contributions to the Capital Project Fund **\$7,259,157**

Section 3. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated **\$7,259,157**

Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 18, 2013 meeting of the Brunswick County Board of Commissioners.

- D. Child Fatality Prevention Team (CFPT) Annual Activity Summary Report for 2011 & 2012** ..... pg. 81-85  
Staff requests Receiving Child Fatality Protection Team Annual Activity Report for the Calendar Years of 2011 and 2012 as information.
- E. Brunswick County Health and Human Services – Proposed State Consolidated Agreement for 2013-2014** ..... pg. 86-119  
Staff requests approving the State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014.
- F. EMS – Proposed Hazardous Materials Emergency Planning (HEMP) Grant Agreement** ..... pg. 120-137  
Staff requests approving the Hazardous Materials Emergency Planning (HEMP) Grant Agreement between Brunswick County and the North Carolina Department of Public Safety and the Associated FY 2012-2013 Budget Amendment.
- G. EMS – Proposed Supplemental Emergency Management Performance Grant (EMPG) Memorandum of Agreement Amendment for Brunswick County** ..... pg. 138-144  
Staff requests approving Supplemental Emergency Management Performance Grant Memorandum of Agreement and the Associated Budget Amendment.
- H. Planning – Proposed Re-Allocation of funding to replace existing single-wide mobile home located at 927 J-N-E-Lane, Shallotte with a donated stick-built home** ..... pg. 145-155  
Staff requests Reallocation of \$19,874 and an additional application of \$21,589 from unallocated CDBG Administrative funds to replace home at 927 J-N-E Lane in Shallotte.
- I. Administration – Cape Fear Regional Jetport Request to advance funds for construction of an Aircraft Storage Building** ..... pg. 156-159  
Staff requests to approve the Use of Previously Appropriated Funds for the Construction of a 100' x 100' Aircraft Storage Building.

<b>J. Parks &amp; Recreation – Eastern Environmental Inc. Service Agreement</b> .....	pg. 160-165
Staff requests approving the service agreement with Eastern Environmental, Inc.	
<b>K. Finance – Proposed DOT Grant Agreement</b> .....	pg. 166-167
<b>VI. Administrative Report</b>	
<b>1. Planning – Board of Commissioners guidance regarding Planning Board Public Hearings, Mailed Notifications, and Newspaper Notifications (Leslie Bell)</b> .....	pg. 168-170
<b>2. Engineering – Proposed Change Order #1 to the Contract with McArthur Construction (Brigit Flora)</b> .....	pg. 171-176
Staff recommends approving Change Order No. 1 to the Contract of McArthur Construction for the Old Shallotte Road Waterline Project to add the Green Bay Road Interconnect and the associated budget amendment and capital project amendment.	
<b>3. Public Utilities – Proposed Contract Amendment #1 with HDR Engineering, Inc. of the Carolinas in the amount of \$106,200 (Jerry Pierce)</b> .....	pg. 177-182
Staff recommends approving Contract Amendment No. 1 with HDR Engineering, Inc. of the Carolinas.	
<b>4. Finance – February 2013 Financial Report (Ann Hardy)</b> .....	pg. 183-185
Staff recommends Receive Financial Report for February 2013 as information.	
<b>5. Administration – Proposed Resolution approving the Memorandum of Understanding and Authorizing Brunswick County's Participation in the Grand Strand Area Transportation Study Metropolitan Planning Organization (Marty Lawing)</b> .....	pg. 186-200
<b>6. Informational Technology Strategic Plan Report (Steve Randone)</b>	
<b>VII. Board Appointments</b>	
<b>1. Economic Development Commission (District 4 appointment)</b> .....	pg. 201
<b>2. Equalization &amp; Review (District 2, &amp; District 4 appointment)</b> .....	pg. 202
<b>3. Marine Fisheries Advisory Board (District 3 appointment)</b> .....	pg. 203-205
<b>4. Wilmington RPO (1 Commissioner appointment)</b>	
<b>VIII. County Attorney's Report</b>	
<b>IX. Other Business/Informal Discussion</b>	
<b>X. Adjournment</b>	



**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
AGENDA MEETING  
JANUARY 29, 2013  
8:00 A.M.**

**The Brunswick County Board of Commissioners held an Agenda Meeting on the above date at 8:00 a.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

**PRESENT:** Commissioner Phil Norris, Chairman  
Commissioner Marty Cooke, Vice-Chairman  
Commissioner Pat Sykes  
Commissioner Frank Williams

**STAFF:** Marty K. Lawing, County Manager  
Steve Stone, Assistant County Manager  
Huey Marshall, County Attorney  
Bryan Batton, Assistant County Attorney  
Debby Gore, Clerk to the Board  
Ann Hardy, Fiscal Operations Director

**I. CALL TO ORDER**

Chairman Norris called the meeting to order at 8:00 a.m.

Staff discussed proposed items for the upcoming February 4, 2013 Regular Meeting with Board members.

In discussing the anticipated report from Mr. Randone regarding the Technology Report it was consensus to allow additional time for completion of the report to be presented at a later date.

Judge Lewis had submitted an agenda item requesting approval of a grant submission requiring a county match. The Board discussed the previous request from Judge Lewis to provide a report of achievements from the Special Courts and a monthly report of expenditures along with a copy of the Judge's office budget that had not be satisfied. It was consensus to remove the item from the agenda.

In discussing a Proposed Resolution of Support regarding the Second Amendment, the Board agreed to take a stand but postpone until a later date to allow more research and feedback.

Commissioner Cooke discussed the possibility of creating a liaison with adjacent County Commissioner Chairman and Vice-Chairman. The Chairman indicated the need to discuss with the Manager to create a letter of invitation to the adjacent counties.

There was discussion regarding the possibility of a Flag Policy with recent events surrounding the death of county employees.

After discussion, the Board agreed to follow the State and Federal policies that the United States Flag is lowered to half staff pursuant to their rules as ordered by their Chief Executive. The

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Board further agreed to lower the Brunswick County Flag upon directives to lower either of the other flags.

## **II. ADJOURNMENT**

Chairman Norris closed the meeting at 9:01 a.m.

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Phil Norris, Chairman

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Deborah (Debby) Gore, NCCCC  
Clerk to the Board

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
FEBRUARY 18, 2013  
6:00 P.M.**

008

**The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

**PRESENT:** Commissioner Phil Norris, Chairman  
Commissioner J. Marty Cooke, Vice-Chairman  
Commissioner Pat Sykes  
Commissioner Scott Phillips  
Commissioner Frank Williams

**STAFF:** Marty K. Lawing, County Manager  
Steve Stone, Assistant County Manager  
Huey Marshall, County Attorney  
Bryan Batton, Assistant County Attorney  
Debby Gore, Clerk to the Board  
Ann Hardy, Fiscal Operations Director

1<sup>st</sup> Sgt. Richard Long

**I. CALL TO ORDER**

Chairman Norris called the meeting to order at 6:00 p.m. Commissioner Sykes moved to enter Closed Session at 6:00 p.m. pursuant to NCGS 143-318.11 (a) (3) and (a) (5) to consult with the Attorney to protect Attorney-Client privilege and to establish or instruct the staff or agent concerning the negotiation of the price and terms of a contract concerning the acquisition of real property located in Leland and RiverSea. The vote of approval was unanimous.

Chairman Norris called the Regular Session to order at 6:34 p.m. and the Attorney announced that direction was given in Closed Session and will be made public upon response from the other parties.

Commissioner Sykes moved to approve an easement for Piedmont Natural Gas Line and for acquisition of the Thompson Properties up to and including condemnation. The vote of approval was unanimous.

(Attached to these Minutes is an item called Board Action containing all items on this agenda and those items are incorporated herein.)

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

Vice-Chairman Cooke gave the Invocation and led the Pledge of Allegiance.

**III. ADJUSTMENTS/APPROVAL OF AGENDA**

Chairman Norris asked if there were any adjustments to the agenda. The following adjustments were made:

1. Commissioner Sykes requested to move Item V-F from the Consent Agenda for discussion under Administrative Report.
2. Marty Lawing County Manager, requested to add an Economic Development request for a Rural Hope Grant through the Rural Center under Administrative Report.
2. Marty Lawing, County Manager, requested to add an Item from Judge Lewis requesting funds for a Bureau of Justice grant to be discussed as the first item under Administrative Report.

Commissioner Phillips moved to approve the agenda as amended. The vote of approval was unanimous.

#### **IV. PUBLIC COMMENTS**

Chairman Norris asked if there was anyone in the audience who wished to speak regarding any item on the agenda or any matter that was not included in the agenda. The following citizens addressed the Board:

1. Bernest Hewett voiced concerns with several topics that included the recent merging of the Health Board and Social Services Board and certification training, the Code of Ethics and racism.

#### **V. APPROVAL OF CONSENT AGENDA**

Commissioner Sykes moved to approve the Consent Agenda. The vote of approval was unanimous. The following items were approved:

**A. Minutes**

1. **January 22, 2013 Regular Meeting Minutes**
2. **February 4, 2013 Regular Meeting Minutes**

**B. Tax**

1. **January 2013 Monthly Tax Collection Report**
2. **October 2012 Motor Vehicle Valuation & Levy**
3. **2012 Valuation & Levy & 2012 Valuation & Levies for Municipality Collections**
4. **February 2013 Tax Releases**

**C. Finance**

**General Fund-Parks & Recreation**

Revenues:

Donations	106132-383300	\$1,300
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Expenditures:

Repair & Maintenance-Grounds	106132-435102	\$1,300
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The budget amendment above is to appropriate \$1,300 of donated funds for the purchase of 2 handicap swings for the Brunswick County Parks and Recreation Department.

**General Fund-Sheriff's Department**

Revenues:

State Drug Tax	104310-332900	\$8,261
Federal Drug Seizure	104310-331004	\$23,135

Expenditures:

Federal Drug Seizure	104310-459700	\$23,135
State Drug Seizure	104310-459800	\$8,261

The budget amendment above is to appropriate \$8,261 of State Drug Seizure funds and \$23,135 of Federal Drug Seizure funds for expenditures at the direction of the sheriff.

**General Fund- Cooperative Extension**Revenues:

Fees-Cooperative Extension	104950-335019	\$4,000
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Expenditures:

Special Program Material	104950-423100	\$4,000
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The budget amendment above is to appropriate additional fee revenue in the Cooperative Extension Budget for additional restaurant continuing education courses. The participant fees support the program expenditures with no county funds provided.

**General Fund- Sheriff's Department**Revenues:

Sales & Services	104310-383961	\$38,010
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Expenditures:

Salary & Wages Overtime	104310-412200	\$38,010
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The budget amendment above is to appropriate revenue in the amount of \$38,010 received from the City of Charlotte for work performed by Brunswick County deputies at the Democratic National Convention. The appropriation is to reimburse the county for overtime paid to deputies.

**Health Department-Immunization Program**Revenues:

Clinic Fees	135126-335006	\$22,079
Medicare Revenues	135126-332070	\$5,857

Expenditures:

Vaccine expenditures	135126-423800	\$27,936
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The budget amendment above is to appropriate revenue in the amount of \$27,936 to purchase required vaccines and supplies for Teen and Kindergarten outreach initiatives.

**Wastewater Capital Projects Fund****Expenditures:**

Northeast Regional Capital & Replacement	449800-464314	(\$8,625)
Transfer to the Wastewater Fund	449800-498062	\$8,625

**Wastewater Fund****Revenues:**

Transfer from Wastewater Capital Project Fund	629800-398444	\$8,625
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**Expenditures:**

Repair & Maintenance	627250-435200	\$8,625
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The budget amendment above is to appropriate funds in the Northeast Regional Plant Capital & Replacement funds to the Wastewater Fund for repair and maintenance expenditures at the plant.

**Water Capital Projects Fund****Expenditures:**

Booster Pump Station Upgrades	419800-464414	(\$200,000)
Transfer to the Water Fund	419800-498061	\$200,000

**Water Fund****Revenues:**

Transfer from Water Capital Project Reserve Fund	619800-398441	\$200,000
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**Expenditures:**

Capital Outlay-Equipment	617140-455000	\$200,000
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The budget amendment above is to transfer capital project reserve funds designated for Booster Pump Station Upgrades included in the 2013 Capital Improvement Plan.

**Sheriff Firing Range Capital Project:****Revenues:**

Investment Earnings	438200-383100	\$16,260
Transfer from General Fund	438200-398110	\$263,740

**Expenditures:**

Arch/Eng/Legal	438200-464001	\$73,000
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Land	438200-464011	\$207,000
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County Capital Projects Reserve:

Revenues:

Investment Earnings	439801-383100	(\$16,260)
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Transfer from General Fund	439801-398110	(\$263,740)
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Expenditures:

Sheriff Firing Range	439800-464325	(\$280,000)
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The budget amendment above is to transfer capital project reserve funds designated for a Sheriff Firing Range Project included in the 2013 Capital Improvement Plan.

**County of Brunswick, North Carolina**  
**Brunswick County Sheriff Firing Range Capital Project**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Sheriff Firing Range Capital Project:

**Sheriff Firing Range Capital Project:**

Revenues:

Investment Earnings	\$16,260
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Transfer from General Fund	<u>\$263,740</u>
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<b>Total Sheriff Firing Range Capital Project</b>	<b>\$280,000</b>
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**Revenues**

Expenditures:

Professional fees	\$73,000
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Land	<u>\$207,000</u>
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<b>Total Sheriff Firing Range Capital Project</b>	<b>\$280,000</b>
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**Expenditures**

Section 2. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contributions to the Capital Project Fund	<b>\$263,740</b>
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Section 3. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	<b>\$263,740</b>
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 18, 2013 meeting of the Brunswick County Board of Commissioners.

**D. Operation Services – Proposed Submittal Request of Mercury Recycling Grant Application**

Staff requests approving the Submittal of a Mercury Recycle Grant Application to the North Carolina Division of Environmental Assistance and Outreach.

**E. Operation Services – Proposed Water Management Project**

Staff requests approving Water Management Project at 729 Seaside Road SW, Ocean Isle Beach, NC.

**F. Code Enforcement – Proposed Reclassification**

**(Moved to Administrative Report under Adjustments to the Agenda)**

Staff requests approving the Reclassification of an Administrative Technician I (Grade 61) Position to a Code Enforcement Officer Position (Grade 64).

**G. Sheriff's Office – Proposed Detention Center Reclassification to Community Engagement/Public Information Officer**

Staff requests approving the Reclassification of a Detention Center Deputy (Grade 61) to a Community Engagement/Public Information Officer Position (Grade 65).

**H. Social Services – Proposed Contract with Assisted Care, Inc.**

Staff requests approving Contract with Assisted Care Inc. for In Home Aide Services.

**I. Operation Services – Proposed Submittal Request for a Community Waste Reduction and Recycling Grant Application to the North Carolina Division of Environmental Assistance and Outreach**

Staff requests Submittal of a Community Waste Reduction and Recycling Grant Application to the NC Division of Environmental Assistance and Outreach.

## **VI. PRESENTATION**

**1. Collector Street Plan for Northern Brunswick County**

**Wilmington Urban Area Metropolitan Planning Organization – (Suraiya Rashid)**

Suraiya Rashid, presented the Connecting Northern Brunswick County, Collector Street Plan for the Town of Leland, Town of Belville, Town of navassa, and Brunswick County.

Ms. Rashid discussed Collector Streets, Collector Street Plan and the progress so far, Vision and Guiding Statements, Public Outreach, Project Categories and Project Recommndations.

Ms. Rashid also reviewed External Road Connections, Connecting with Adjoining Properties, Gated Communitioes, Multimodal Design Provisions and Traffic Concerns.

Ms. Rashid invited everyone to a public workshop to be held in Leland Town Hall on March 14, 2013 from 5:30 p.m. until 7:00 p.m. After the Public Hearing the Final Plan will be presented in March and April.

Ms. Rashid indicated that after the Plan is adopted, the Board can tailor the policy suggestions to fit the Brunswick County UDO.

The Board thanked Ms. Rashid for her presentation.



## **VII. ADMINISTRATIVE REPORT**

### **1. Approval of Bureau of Justice Assistance Grant submission requiring \$66,666 match (Added under Adjustments to the Agenda)**

Chairman Norris Judge Ola Lewis explained that when this item was declined for the February 4, 2013 agenda, court staff searched for ways to keep these funds from passing by and Dr. Meinke and Jeff Melton, Drug Treatment Court Coordinator, were informed during a conference call with others who were applying for similar grants, that the match could be "in-kind" and did not have to be money. "In-kind" includes, but is not limited to, services, supplies, real property, and equipment. The award is for \$200,000 over two years, making the match \$66,666.

Judge Lewis informed that court staff is currently working with Brunswick County Finance Department to determine the value of the "in-kind" match. The purpose of the grant is to expand drug court capacity at the local levels. The grant considers all courts that follow a drug court model to be eligible for the grant. The Brunswick County DTC, MHC and DWI court follow the model as they link adults involved in the judicial system with treatment services for mental health disorders or co-occurring substance abuse and mental health disorders.

Judge Lewis explained that the grant monies will fund a case manager position for Drug Treatment Court as the Governor's Crime Commission grant expires on June 30, 2013. When looking at the costs for a Drug Treatment Court Coordinator, court staff deemed that the treatment dollars were more important than the position itself; therefore, court staff has requested funding from the state for funding for the Coordinator position on a permanent basis.

Judge Lewis indicated that a volunteer is currently involved in the courts and his efforts have been valued to meet those "in-kind" needs and asked that the Board merely manage the grant dollars.

Chairman Norris clarified that this is basically the same proposal as before with the exception that there are not any county dollars involved and the match will be made with "in-kind" services and the Judge answered affirmative.

Commissioner Williams asked if the grantor had to approve the nature of the "in-kind" what would happen if they did not approve and the Judge answered that they would not be eligible for the grant with that scenario.

Commissioner Sykes asked if the county would be liable for the match if the volunteer should stop providing services and Dr. Meinke answered that court staff would have to search for another volunteer to step in and provide services.

Commissioner Sykes voiced concerns opposing a county funded position for the courts. Commissioner Williams indicated that with the previous request he was concerned that the county was already providing a building and utilities for the courts but did not have a problem with this request as long as there are no county monies involved and asked that to be documented.

Commissioner Phillips moved to approve the grant application contingent upon the "in-kind" match from volunteer services. The vote of approval was 4 ayes (Phillips, Williams, Norris, Cooke) 1 nay (Sykes).

### **2. Operation Services – Proposed Demolition of Building J (Stephanie Lewis)**

Staff recommends approving Demolition of Building J.

Stephanie Lewis, Operation Services Director, explained that Building J is the former Sheriff's department and jail consisting of block cells with metal doors, a booking area and office space. This building is in need of major repairs including roofing, hvac, mold remediation, electrical, and other associated items. Due to the type of interior structure a majority of this building is unusable. The demolition of this building was budgeted and approved in the CIP budget for FY13. Most of the costs for demolition are in-house costs with the exception of crane rental, relocating fiber optic cables, asbestos abatement and some materials. Some costs will be recouped from recycling the metal and concrete from the building. Funds are budgeted in the amount of \$100,000.

Vice-Chairman Cooke moved to allow staff to proceed with the demolition of Building J as presented. The vote of approval was unanimous.

**3. Operation Services – Proposed Piedmont Service Group Proposal for the removal and replacement of six HVAC units on Building B (DSS) (Stephanie Lewis)**

Staff recommends approving Proposal of Piedmont Service Group to Replace HVAC Units on Building B in the amount of \$77,742.00.

Stephanie Lewis, Operations Services Director, explained that the HVAC units on building B are over 20 years old and past their life expectancy. There are leaks in the coil systems and the compressors have been replaced multiple times in the units. There is also a Freon leak in the underground line that cannot be located and therefore the line must be replaced. The replacement of the HVAC Units was budgeted and approved in the CIP budget for FY13. Quotes have been received and are summarized in the attached bid tabulation sheet. Funds are budgeted in the amount of \$90,000.

Commissioner Phillips moved to approve the Proposal of Piedmont Service Group to Replace HVAC Units on Building B in the amount of \$77,742.00. The vote of approval was unanimous.

**4. Finance – Certify the Sunset Beach Wastewater Collection System cost, establish an assessment method and set a Utilities board public hearing on April 8, 2013 at 5:30 p.m. in the Odell Williamson Auditorium (Ann Hardy)**

Staff recommends certifying the Sunset Beach Wastewater Collection System Costs, establishing the Per Parcel Assessment Method, scheduling the Utilities Board Public Hearing for April 8, 2013 at 5:30 p.m. and approving the Associated Budget Amendment and Capital Project Ordinance Amendment.

Ann Hardy, Fiscal Operations Director, explained the following:

**Background Information**

On November 6, 2006, Brunswick County entered into a Water and Sewer Service Agreement with the Town of Sunset Beach for the construction of a wastewater collection system in the sections of the town not served by public sewer.

The county completed construction of a sewer collection system within the town limits to provide wastewater transmission and treatment for wastewater generated within the town limits. The county designed, permitted and constructed the sewer collection system and transmission mains to transport wastewater from the sewer collection system to a pump station or treatment plant. The county owns and will operate and maintain all facilities. The town is not required to purchase treatment capacity in the system and the county will provide treatment capacity to accommodate the customer base currently and for future growth of the town.

The agreement states that the county shall generate funding for the project by assessing the property owners in a manner consistent with N.C. Gen. Stat. 153A-185 or as provided in a special legislative act specifically for such purpose. The agreement states that the county shall make installment payments a part of the Special Assessment and will extend the annual installments to a maximum of three years. The agreement further states that in addition to the assessment, parcels with existing structures at the time of completion of construction of the collection system that do not voluntarily connect to the system within one year of notification of system completion will be required to pay the sewer capital recovery fee (currently \$3,000), sewer transmission capital recovery fee (currently \$1,000) and tap fee to include the grinder pump fee (currently \$4,000) if located on a non-gravity section of the system and that the county shall place a lien on each property for which the assessment has not been paid in full by the established deadline.

On March 19, 2007, the Brunswick County Board of Commissioners adopted a preliminary assessment resolution for the extending of the Brunswick County Utility System into the area known as the Sunset Beach Area Special Sewer Assessment (#24). The resolution proposed that the basis for making assessments shall be one or a combination of those bases set forth in NC GS 153A-186. The resolution adopted that the percentage of work to be assessed is 100% and the parcels assessed may also be subject to any system impact fees. The resolution proposed terms of payment were payment in full in 60 days following date of the publication of notice of the confirmation of the assessment roll, unless an owner qualifies for installment payments upon such terms and conditions as determined by the County, with interest accruing at the rate as allowed in NCGS 153A-200(a) which is set at a maximum of 8%. A public hearing was held on May 14, 2007 to receive public comment.

In a letter dated August 6, 2008, Mr. Gary Parker Sunset Beach, Administrator, requested that the ten year assessment period be used if the assessment method is selected in funding the Sunset Beach sewer project and requested that the county look into a financing alternative that allows a longer payback period for citizens.

In 2009, the county issued Build America Bonds totaling \$10,786,000 to finance a portion of the project with the semi-annual debt payments to be serviced by customer assessments collected over the term of the assessment period. The county obtained an all in true interest cost of 3.497088%. In 2010, the county issued Recovery Zone Economic Development Bonds totaling \$7,754,576.77 to finance a portion of the project with the semi-annual debt payments to be serviced by customer assessments collected over the term of the assessment period. The county obtained an all in true interest cost of 2.833995%. In 2010, the county received American Recovery and Reinvestment Act Debt proceeds of \$2 million that require repayment of principal with no interest with the debt serviced by customer assessments. In 2010, the county received American Recovery and Reinvestment Act Grant proceeds of \$2,061,396 that do not require repayment. Over the life of the capital project the county has received interest on debt proceeds totaling \$48,465.41 and ARRA Stimulus Debt subsidies on capitalized interest totaling \$675,679.60.

On February 2, 2009, the Board of Commissioners approved the following.

- That when the project is complete in determining the total cost, the Board will include construction costs, legal services, construction period interest, cost of rights-of-way, cost of publishing and mailing notices and resolutions and costs associated with securing financing either thru private placement or a public negotiated revenue bond sale. The Board will not include interest costs beyond the construction period in the assessment but will recover interest costs (referred to herein) from those parcel owners electing to pay in annual installments.

- To provide a discount of 5% to all parcel owners' paying the assessment in full before the expiration of 30 days from the date that the notice is published of confirmation of the assessment roll pursuant to G.S. 153A-196.
- If payment of the assessment is not made in entirety, then payment may be made by annual installments and set the number of installments at 10 and that the first installment with interest is due 60 days after the date that the assessment roll is confirmed, and one installment with interest is due on that same day in each successive year until the assessment is paid in full.
- That any portion of an assessment that is not paid within 30 days after the day that notice of confirmation of the assessment roll is published shall until paid, bear interest at the rate paid by the county to finance the project plus 1% with the maximum rate at which interest may be set at 8% per annum.

On December 10, 2012, Councilwoman Carol Scott and Mayor Richard Cerrato represented the Town of Sunset Beach at the Utility Board meeting. They stated the Town prefers that the per parcel method of assessment be implemented for the Sunset Beach sewer project. The unapproved minutes, provided in the packet, state that Ms. Scott said that they had spent a lot of time going over the numbers and spreadsheets and they have determined that the fairest method is per parcel.

#### **Current Situation**

The total cost of the project is \$23,320,219.78 plus the estimated costs of mailing notices of \$2,530, plus the estimated cost of publication of the hearing \$358 and plus the estimated costs of publishing the legal notice of assessment at a cost of \$150, plus the estimated costs of printing and mailing assessment notices \$2,860 for a grand total cost of \$23,326,117.78. Subtracted from that amount are the following deductions: ARRA Grant Proceeds \$2,061,396, ARRA capitalized interest subsidies received of \$675,679.60, and investment earnings on debt proceeds of \$48,465.41. The certified net cost of the project assessable to property owners is \$20,540,576.77. Based on 3,873 parcels and the per parcel method of assessment, the amount per parcel is \$5,304. (\$20,540,577 divided by 3,873 parcels).

95% of the assessment on a per parcel basis is \$5,038 (\$5,304 times 95%) for parcel owners' paying the assessment in full before 30 days from the date the notice is published of confirmation of the assessment roll.

1% greater than the county's actual interest rate of 2.91% is 3.91% for those electing to make 10 or fewer annual installments of \$530.35 plus simple interest.

Mainland property owners have until December 12, 2013 and Island property owners have until April 16, 2013 to connect to the system without incurring capital recovery fees or grinder costs, if applicable.

#### **FINAL ASSESSMENT RESOLUTION FOR THE EXTENDING OF THE BRUNSWICK COUNTY UTILITY SYSTEM INTO THE AREA KNOWN AS THE SUNSET BEACH AREA SPECIAL SEWER ASSESSMENT (SPECIAL ASSESSMENT # 24)**

The Brunswick County Board of Commissioners in regular session, duly assembled on February 18, 2013, do hereby resolve as follows:

1. This is an assessment resolution enacted pursuant to the provisions of North Carolina General Statute 153A-185, *et seq.*

2. The Brunswick County Board of Commissioners has directed its staff, pursuant to North Carolina General Statutes stated above, to extend sewer collection lines into the area of the Special Assessment into the corporate limits of Sunset Beach, as permitted by Resolution of said municipality, generally shown on the attached map (Exhibit A) and more accurately shown on the assessment scroll (attached), said scroll having been available and currently available for public inspection of the Clerk to the Board of Brunswick County Commissioners.

3. **The nature of the project was the construction of sewer collection lines and the location of the project is that area included in the description (Exhibit A), said exhibit and attached list showing all the affected parcels as described by the Brunswick County Geographic Information Services and the Brunswick County Tax Office, is on file with and available for inspection at the office of the Clerk to the Board of Commissioners and is hereby incorporated as if fully set out herein, which area is hereby identified as the "benefit zone".**

4. The basis for making assessments shall be the number of lots served or subject to being served by the project at an equal rate per lot, and those outer boundaries of the said "benefit zone" shall be as described in "Exhibit A," and more fully described as the attached assessment scroll.

5. The percentage of the costs of the work to be assessed is One Hundred Percent (100%) of the net cost, and the parcels assessed may also be subject to any system impact fees.

6. Assessments may be held in abeyance in the discretion of the County.

7. The proposed terms of payment shall be payment in full thirty (30) days following the date of the publication of notice of the confirmation of the assessment roll, and if such payment is received in full, the total amount due will be reduced by five percent (5%). If such payment is received within sixty (60) days, then no interest will be charged. If such payment is not received in full within sixty (60) days, then the balance due shall be divided into ten (10) annual installments, each installment bearing with simple interest accruing thereafter at the annual rate of 0.0391/hundredths (3.91 % interest) for the next successive ten (10) years, with each annual installment due on or about July 1 of each successive year until the assessment is paid in full. Any annual installment not paid by June 30 of each successive year is considered delinquent and any and all delinquent balances will be collected by all lawful means.

8. A public hearing on this matter is set for April 8, 2013, at 5:30 p.m. in the Odell Williamson Auditorium on the campus of Brunswick Community College, 50 College Road, NE, near Supply, North Carolina.

This the 18<sup>th</sup> day of February, 2013.

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS**

s/Phil Norris, Chair

ATTEST:

s/Deborah S. (Debby) Gore, NCCCC  
Clerk to the Board

Mailing of Public Hearing Notice	2,530.00
Publication of Hearing	358.00
Printing and Mailing of Assessment Notices	2,860.00
Legal notice of Assessment	<u>150.00</u>
Subtotal of Expenditures	23,326,117.78
Less ARRA Grant Proceeds	(2,061,396.00)
Less ARRA Stimulus Debt Subsidies	(675,679.60)
Less Investment Earnings on Debt	<u>(48,465.41)</u>
Total to Assess Property Owners	<u>20,540,576.77</u>

		% of total	True Interest Cost of Debt Issue	Weighted Average
2009 RBC Revenue Bonds	10,786,000.00	52.5%	3.497088%	1.84%
2010 RZEDB Debt Proceeds	7,754,576.77	37.8%	2.833995%	1.07%
ARRA Debt Proceeds	<u>2,000,000.00</u>	9.7%	0%	<u>0.00%</u>
Total	<u>20,540,576.77</u>	100%		2.91%
			Plus 1%	<u>1.00%</u>
Difference	-			<u>3.91%</u>

Total to Assess Property Owners	<u>20,540,577</u>
# of parcels	<u>3,873</u>
Amount Per parcel	<u>5,304</u>
10 Payments of Per parcel amount	<u>530.35</u>
95% of Amount Per Parcel	<u>5,038.35</u>

## SAD #24 PARCEL NUMBERS ONLY

020

256GC019	242MF009	242MG012	242MI001	242NA020
2420000601	242MF010	242MG013	242MI002	242NA021
2420000609	242MF011	242MG014	242MI003	242NA022
2420000622	242MF012	242MG016	242MI004	242NA023
2423A119	242MF013	242MG018	242MI005	242NA024
2423A120	242MF014	242MG020	242MI006	242NA025
2423A123	242MF015	242MG021	242MI007	242NA026
2423A124	242MF016	242MG022	242MI008	242NA027
242ME001	242MF017	242MG023	242MI009	242NA028
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242ME003	242MF019	242MG025	242MI012	242NA031
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242ME018	242MF036	242MG039	242MI028	242NA045
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242ME022	242MF039	242MG042	242NA003	242NA048
242ME023	242MF040	242MG043	242NA004	242NA049
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242ME025	242MF042	242MH001	242NA006	242NA051
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242MF005	242MG008	242MH011	242NA016	242NA061
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## SAD #24 PARCEL NUMBERS ONLY

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242NA065	242NA109	242OA018	242OA063	242OA106
242NA066	242NA110	242OA019	242OA064	242OA107
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242NA069	242NA113	242OA022	242OA067	242OA110
242NA070	242NA114	242OA023	242OA068	242OB001
242NA071	242NA117	242OA024	242OA069	242OB002
242NA072	242NA118	242OA025	242OA070	242OB003
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242NA083	242NA129	242OA036	242OA081	242OB014
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242NA090	242NA138	242OA045	242OA088	242OB021
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242NA105	242OA014	242OA059	242OA102	242OB035
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## SAD #24 PARCEL NUMBERS ONLY

022

242OB039	2550000811	25500211	255DA014	255EA010
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242OB041	2550000813	25500213	255DA016	255EA012
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242OB043	2550000815	25500215	255DA019	255EA015
242OB044	2550000816	25500216	255DA021	255EA016
242OB045	2550016901	25500217	255DA022	255EA017
242OB046	25500174	25500218	255DA023	255EA018
242OB047	25500175	25500219	255DA024	255EA019
242OB048	25500176	25500220	255DA026	255EA020
242OB049	25500177	25500221	255DA027	255EA021
242OB050	25500178	25500222	255DA028	255EA022
242OB051	25500179	25500223	255DA029	255EA023
242OB052	25500180	25500224	255DA030	255EA024
242OB053	25500181	25500225	255DA032	255EA025
242OB054	25500182	25500226	255DA033	255EA026
242OB055	25500184	25500227	255DA034	255EA027
242OB056	25500185	25500228	255DA036	255EA028
242OB057	25500186	25500230	255DA037	255EA029
242OB058	25500187	25500231	255DA038	255EA02901
242OB059	25500188	25500232	255DA039	255EA031
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242OC012	25500191	25500235	255DA042	255EB002
242OC017	25500192	25500236	255DA043	255EB003
242OC018	25500193	25500237	255DA044	255EB004
242OC019	25500194	25500238	255DA045	255EB005
242OC020	25500195	25500239	255DA046	255EB006
242OC021	25500196	25500240	255DD001	255EB007
242OC022	25500197	25500241	255DD002	255EB008
242OC023	25500198	25500242	255DD003	255EB009
242OC024	25500199	25500243	255DD004	255EB011
242OC025	25500200	255DA001	255EA001	255EB012
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242OC037	25500204	255DA005	255EA00603	255EB016
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242OC039	25500206	255DA007	255EA00606	255EB018
242OC040	25500207	255DA008	255EA00607	255EB019
242OC041	25500208	255DA009	255EA007	255EB020
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2550000810	25500210	255DA013	255EA009	255EB022

## SAD #24 PARCEL NUMBERS ONLY

003

255EB023	255FE023	255FE067	255FG042	255LA022
255EB024	255FE024	255FE068	255FG043	255LA023
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255EB026	255FE026	255FG002	255FG045	255LA025
255EB028	255FE027	255FG003	255FG046	255LA026
255EB029	255FE028	255FG004	255FG047	255LA027
255EC001	255FE029	255FG005	255FG048	255LA029
255EC002	255FE030	255FG006	255FG049	255LA02902
255EC003	255FE031	255FG007	255FG050	255LA02903
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255EC005	255FE033	255FG009	255FG052	255LB003
255EC006	255FE034	255FG010	255FG053	255LB004
255EC007	255FE035	255FG011	255FG054	255LB005
255EC008	255FE036	255FG012	255FG055	255LB006
255EC009	255FE037	255FG013	255FG056	255LB00801
255EC010	255FE038	255FG014	255FG057	255LB00802
255EC011	255FE039	255FG015	255FG058	255LB009
255EC012	255FE040	255FG016	255FG059	255LB00901
255EC013	255FE041	255FG017	255FG060	255LB010
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255FE020	255FE063	255FG039	255LA019	255LC016
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## SAD #24 PARCEL NUMBERS ONLY

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255LD005	256AA034	256AB010	256AC015	256BA028
255LD006	256AA035	256AB011	256AC016	256BA029
255LD007	256AA036	256AB012	256AC017	256BA030
255LD008	256AA037	256AB013	256AC018	256BA031
255LD009	256AA038	256AB014	256AC019	256BA032
255LD010	256AA039	256AB015	256AC020	256BA033
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256AA003	256AA048	256AB02001	256AC027	256BA040
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256AA020	256AA065	256AC001	256BA013	256BA057
256AA021	256AA066	256AC002	256BA014	256BA058
256AA022	256AA067	256AC003	256BA015	256BA059
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256AA026	256AB002	256AC007	256BA019	256BA063
256AA027	256AB003	256AC008	256BA021	256BA064
256AA028	256AB004	256AC009	256BA022	256BA065
256AA029	256AB005	256AC010	256BA023	256BA066
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## SAD #24 PARCEL NUMBERS ONLY

025

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256BB00207	256BB015	256BB058	256BB102	256CA027
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256BB00209	256BB017	256BB060	256BB104	256CA029
256BB00210	256BB018	256BB061	256BB105	256CA032
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## SAD #24 PARCEL NUMBERS ONLY

026

256CB031	256CB078	256CB124	256CB166	256CC020
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256CB053	256CB102	256CB146	256CB189	256CC042
256CB055	256CB103	256CB147	256CB190	256CC043
256CB057	256CB104	256CB148	256CB191	256CC044
256CB058	256CB105	256CB149	256CB192	256CC045
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256CB063	256CB109	256CB15201	256CC005	256CC049
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256CB066	256CB112	256CB155	256CC008	256CC052
256CB068	256CB113	256CB156	256CC009	256CC053
256CB069	256CB114	256CB157	256CC010	256CC054
256CB070	256CB115	256CB158	256CC011	256CC055
256CB071	256CB117	256CB159	256CC012	256CC056
256CB072	256CB118	256CB160	256CC013	256CC057
256CB073	256CB119	256CB161	256CC014	256CC058
256CB074	256CB120	256CB162	256CC015	256CC059
256CB075	256CB121	256CB163	256CC017	256CC060
256CB076	256CB122	256CB164	256CC018	256CC061
256CB077	256CB123	256CB165	256CC019	256CC062

## SAD #24 PARCEL NUMBERS ONLY

007

256CC063	256CC107	256CD008	256DC015	256DE015
256CC064	256CC108	256CD009	256DC016	256DE016
256CC065	256CC109	256CD010	256DC017	256DE017
256CC066	256CC110	256CD011	256DC018	256DF001
256CC067	256CC111	256CD012	256DC019	256DF002
256CC068	256CC112	256CD013	256DC020	256DF003
256CC069	256CC113	256CD014	256DC021	256DF004
256CC070	256CC114	256CD015	256DC022	256DF006
256CC071	256CC115	256CD016	256DC023	256DF007
256CC072	256CC116	256CD017	256DC024	256DF008
256CC073	256CC117	256CD018	256DC025	256DF009
256CC074	256CC119	256CD019	256DD001	256DF010
256CC075	256CC120	256CD020	256DD002	256DF011
256CC076	256CC121	256CD021	256DD003	256DF012
256CC077	256CC123	256CD022	256DD004	256DF013
256CC078	256CC124	256CD023	256DD005	256DF014
256CC079	256CC125	256CD024	256DD006	256DF015
256CC080	256CC126	256CD025	256DD007	256DF016
256CC081	256CC127	256CD026	256DD008	256DF017
256CC082	256CC128	256CD027	256DD009	256DF018
256CC083	256CC129	256CD028	256DD010	256DF019
256CC084	256CC130	256CD029	256DD011	256GA012
256CC085	256CC131	256CD030	256DD012	256GB001
256CC086	256CC132	256CD031	256DD013	256GB00101
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256CC088	256CC135	256DA00502	256DD016	256GB002
256CC089	256CC136	256DA007	256DD017	256GB00201
256CC091	256CC138	256DA00701	256DD018	256GB003
256CC092	256CC139	256DA00703	256DD019	256GB004
256CC093	256CC140	256DA00801	256DD020	256GB006
256CC094	256CC141	256DC001	256DE001	256GB007
256CC095	256CC142	256DC002	256DE003	256GB008
256CC096	256CC143	256DC004	256DE004	256GB009
256CC097	256CC144	256DC005	256DE005	256GB011
256CC098	256CC145	256DC006	256DE006	256GB012
256CC099	256CC146	256DC007	256DE007	256GB014
256CC100	256CD001	256DC008	256DE008	256GB015
256CC101	256CD002	256DC009	256DE009	256GB017
256CC102	256CD003	256DC010	256DE010	256GC001
256CC103	256CD004	256DC011	256DE011	256GC002
256CC104	256CD005	256DC012	256DE012	256GC003
256CC105	256CD006	256DC013	256DE013	256GC004
256CC106	256CD007	256DC014	256DE014	256GC00501

## SAD #24 PARCEL NUMBERS ONLY

038

256GC006	256HA02701	256HC006	256HD016	256MA022
256GC007	256HA02702	256HC007	256HD017	256MA024
256GC008	256HB001	256HC008	256HD018	256MA025
256GC009	256HB004	256HC009	256HD019	256MA027
256GC010	256HB00401	256HC010	256HD020	256MA028
256GC015	256HB007	256HC011	256HD021	256MA029
256GC016	256HB008	256HC012	256HD022	256MA03601
256GC020	256HB009	256HC013	256HD023	256MA037
256GC021	256HB010	256HC014	256HD024	256MA038
256GC02101	256HB011	256HC015	256HD025	256MA039
256GC022	256HB012	256HC016	256HD026	256MA040
256GC025	256HB013	256HC017	256HD027	256MA041
256GC026	256HB014	256HC018	256HD028	256MA042
256GC028	256HB015	256HC019	256HD029	256MA043
256GC029	256HB019	256HC020	256HD030	256MA04301
256GC030	256HB01901	256HC021	256HD031	256MA045
256GC031	256HB020	256HC022	256HD035	256MA046
256HA001	256HB021	256HC023	256HD036	256MA047
256HA002	256HB024	256HC024	256HD037	256MA048
256HA003	256HB025	256HC025	256HD038	256MA049
256HA004	256HB026	256HC026	256HD039	256MA050
256HA005	256HB027	256HC028	256HD040	256MA051
256HA006	256HB028	256HC029	256HD041	256MA052
256HA007	256HB029	256HC030	256HD042	256MA053
256HA008	256HB030	256HC031	256HD043	256MA054
256HA009	256HB031	256HC032	256HE001	256MA055
256HA010	256HB032	256HC033	256HE002	256MA056
256HA011	256HB033	256HC034	256HE003	256MA057
256HA013	256HB034	256HD001	256HE004	256MA058
256HA01301	256HB036	256HD002	256HE005	256MA059
256HA014	256HB037	256HD003	256HE006	256MA060
256HA015	256HB038	256HD004	256HE007	256MA061
256HA016	256HB039	256HD005	256HE008	256MA062
256HA01601	256HB040	256HD006	256HE009	256MA06201
256HA017	256HB041	256HD007	256HE010	256MA063
256HA018	256HB042	256HD008	256MA001	256MA064
256HA019	256HB043	256HD009	256MA002	256MA065
256HA020	256HB04302	256HD010	256MA005	256MA066
256HA021	256HC001	256HD011	256MA006	256MA067
256HA025	256HC002	256HD012	256MA007	256MA068
256HA02602	256HC003	256HD013	256MA010	256MA070
256HA02603	256HC004	256HD014	256MA011	256MA071
256HA027	256HC005	256HD015	256MA015	256MA072

## SAD #24 PARCEL NUMBERS ONLY

256MA073	256MA116	256NB008	256NC018	256ND00129
256MA074	256MA117	256NB009	256NC019	256ND00130
256MA075	256MB001	256NB010	256NC020	256ND00132
256MA076	256NA001	256NB011	256NC02001	256ND00133
256MA077	256NA002	256NB012	256NC021	256ND00134
256MA078	256NA003	256NB013	256NC022	256ND00135
256MA079	256NA004	256NB014	256NC023	256ND00136
256MA080	256NA005	256NB015	256NC02301	256ND00137
256MA081	256NA006	256NB016	256NC024	256ND00138
256MA082	256NA007	256NB017	256NC025	256ND00139
256MA083	256NA008	256NB018	256NC026	256ND00140
256MA084	256NA009	256NB019	256NC027	256ND00141
256MA085	256NA010	256NB020	256NC028	256ND00142
256MA086	256NA011	256NB02001	256NC029	256ND00143
256MA087	256NA012	256NB021	256NC030	256ND00144
256MA088	256NA013	256NB022	256NC031	256ND00145
256MA089	256NA014	256NB023	256NC032	256ND00146
256MA090	256NA015	256NB024	256NC033	256ND00147
256MA091	256NA016	256NB025	256ND00103	256ND00148
256MA092	256NA017	256NB027	256ND00104	256ND00149
256MA093	256NA018	256NB02701	256ND00105	256ND00150
256MA094	256NA019	256NB028	256ND00106	256ND00151
256MA095	256NA020	256NB029	256ND00108	256ND00152
256MA096	256NA021	256NB030	256ND00109	256ND00153
256MA097	256NA022	256NB031	256ND00110	256ND00154
256MA098	256NA023	256NB032	256ND00111	256ND00155
256MA099	256NA024	256NB033	256ND00112	256ND00156
256MA100	256NA025	256NC001	256ND00113	256ND00157
256MA101	256NA026	256NC002	256ND00114	256ND00158
256MA102	256NA027	256NC003	256ND00115	256ND00159
256MA103	256NA028	256NC005	256ND00116	256ND00160
256MA104	256NA029	256NC006	256ND00117	256ND00163
256MA105	256NA030	256NC007	256ND00118	256ND00164
256MA106	256NA031	256NC008	256ND00119	256ND00165
256MA107	256NA032	256NC009	256ND00120	256ND00166
256MA108	256NA033	256NC010	256ND00121	256ND00167
256MA109	256NB001	256NC011	256ND00122	256ND00168
256MA110	256NB002	256NC012	256ND00123	256ND00169
256MA111	256NB003	256NC013	256ND00124	256ND00170
256MA112	256NB004	256NC014	256ND00125	256ND00171
256MA113	256NB005	256NC015	256ND00126	256ND00172
256MA114	256NB006	256NC016	256ND00127	256ND00173
256MA115	256NB007	256NC017	256ND00128	256ND002



## SAD #24 PARCEL NUMBERS ONLY

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256ND00202	256ND00304	256ND056	256ND095	256NE019
256ND00203	256ND00305	256ND057	256ND096	256NE020
256ND00204	256ND00306	256ND058	256ND099	256NE021
256ND00205	256ND00307	256ND059	256ND100	256NE022
256ND00206	256ND00308	256ND060	256ND101	256NE023
256ND00207	256ND00309	256ND061	256ND102	256NE024
256ND00208	256ND00310	256ND062	256ND103	256NE025
256ND00210	256ND00311	256ND063	256ND104	256OA001
256ND00211	256ND00312	256ND064	256ND105	256OA002
256ND00212	256ND00317	256ND065	256ND106	256OA003
256ND00213	256ND00318	256ND066	256ND107	256OA004
256ND00214	256ND00319	256ND06601	256ND108	256OA005
256ND00215	256ND00320	256ND067	256ND109	256OA006
256ND00216	256ND00321	256ND06701	256ND110	256OA007
256ND00217	256ND00322	256ND068	256ND111	256OA008
256ND00218	256ND00323	256ND06801	256ND112	256OA009
256ND00219	256ND00324	256ND069	256ND113	256OA010
256ND00220	256ND00325	256ND06901	256ND114	256OA011
256ND00221	256ND00326	256ND070	256ND115	256OA012
256ND00222	256ND00327	256ND071	256ND116	256OA013
256ND00223	256ND00328	256ND072	256ND117	256OA014
256ND00224	256ND00329	256ND073	256ND118	256OA015
256ND00225	256ND00330	256ND074	256ND119	256OB001
256ND00226	256ND00331	256ND075	256ND120	256OB002
256ND00227	256ND00332	256ND076	256NE001	256OB003
256ND00228	256ND00333	256ND077	256NE002	256OB004
256ND00229	256ND00334	256ND078	256NE003	256OB005
256ND00230	256ND00335	256ND079	256NE00301	256OB006
256ND00231	256ND00336	256ND080	256NE004	256OB007
256ND00234	256ND00337	256ND081	256NE005	256OB008
256ND00235	256ND00338	256ND082	256NE006	256OB009
256ND00236	256ND00339	256ND083	256NE007	256OB010
256ND00237	256ND00343	256ND084	256NE008	256OB011
256ND00238	256ND00344	256ND085	256NE009	256OB012
256ND00239	256ND00345	256ND086	256NE010	256OB013
256ND00240	256ND00346	256ND087	256NE011	256OB014
256ND00244	256ND00347	256ND088	256NE012	256OB015
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256ND00247	256ND00350	256ND091	256NE015	256OB018
256ND00301	256ND053	256ND092	256NE016	256OB019
256ND00302	256ND054	256ND093	256NE017	256OB020
256ND00303	256ND055	256ND094	256NE018	256OB021

## SAD #24 PARCEL NUMBERS ONLY

256OB022	256OD01501	256OE032	256OF036	256OG039
256OB023	256OD01530	256OE033	256OF037	256OG040
256OB024	256OD017	256OE034	256OF038	256OG041
256OB025	256OD018	256OE035	256OF039	256OH001
256OC001	256OD022	256OE036	256OF040	256OH002
256OC002	256OD023	256OE037	256OG001	256OH003
256OC003	256OD024	256OE038	256OG002	256OH004
256OC004	256OD025	256OE039	256OG003	256OH005
256OC005	256OD026	256OF001	256OG004	256OH006
256OC006	256OD027	256OF002	256OG005	256OH007
256OC007	256OD028	256OF003	256OG006	256OH008
256OC008	256OD029	256OF004	256OG007	256OH009
256OC009	256OE001	256OF005	256OG008	256OH010
256OC010	256OE002	256OF006	256OG009	256OH011
256OC011	256OE003	256OF007	256OG010	256OH012
256OC012	256OE004	256OF008	256OG011	256OH013
256OC013	256OE005	256OF009	256OG012	256OH014
256OC014	256OE006	256OF010	256OG013	256OH015
256OC015	256OE007	256OF011	256OG014	256OH016
256OC016	256OE008	256OF012	256OG015	256OH017
256OC017	256OE009	256OF013	256OG016	256OH018
256OC018	256OE010	256OF014	256OG017	256OH019
256OC019	256OE011	256OF015	256OG018	256OH020
256OC020	256OE012	256OF016	256OG019	256OH021
256OC021	256OE013	256OF017	256OG020	256OH022
256OC022	256OE014	256OF018	256OG021	256OH023
256OC023	256OE015	256OF019	256OG022	256OH024
256OC024	256OE016	256OF020	256OG023	256OH025
256OC025	256OE017	256OF021	256OG024	256OH026
256OC026	256OE018	256OF022	256OG025	256OH027
256OD001	256OE019	256OF023	256OG026	256OH028
256OD002	256OE020	256OF024	256OG027	256OH029
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256OD004	256OE022	256OF026	256OG029	256OH031
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## SAD #24 PARCEL NUMBERS ONLY

032

256OH041	256OJ002	256PA012	263AA023	263AC009
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256OI002	256OJ004	256PA014	263AA025	263AC011
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256OI017	256OJ019	256PA030	263AB005	263AC026
256OI018	256OJ020	263AA001	263AB006	263AC027
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256OI020	256OJ022	263AA003	263AB008	263AC029
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256OI029	256OJ031	263AA012	263AB017	263AD005
256OI030	256OJ032	263AA013	263AB018	263AD006
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256OI040	256PA009	263AA020	263AC005	263AD016
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256OJ001	256PA011	263AA022	263AC007	263AD018

## SAD #24 PARCEL NUMBERS ONLY

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263AD019	263AE025	263AF031	263AH002	263BA033
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263AD022	263AE028	263AF034	263AH005	263BA036
263AD023	263AE029	263AF035	263AH006	263BA037
263AD024	263AE030	263AF036	263AH008	263BB001
263AD025	263AE031	263AG001	263AH010	263BB002
263AD026	263AE032	263AG002	263AH011	263BB003
263AD027	263AE033	263AG003	263AH013	263BB004
263AD028	263AE034	263AG004	263AH014	263BB005
263AD029	263AE035	263AG005	263AH01401	263BB006
263AD030	263AE036	263AG006	263BA001	263BB007
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263AE007	263AF013	263AG019	263BA014	263BB01901
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## SAD #24 PARCEL NUMBERS ONLY

034

263BB037	263BD004	263BE009	263BF016	263BG024
263BC001	263BD005	263BE010	263BF017	263BG025
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263BC039	263BE005	263BF012	263BG020	263BH028
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263BD003	263BE008	263BF015	263BG023	263BH031

## SAD #24 PARCEL NUMBERS ONLY

035

263BH032	263BJ032	263CA004	242OC035	263BL013
263BH033	263BJ03201	263CA005	242OC036	263BL014
263BH034	263BJ034	263CA006	25500170	263BL015
263BI002	263BJ035	263CA00601	25500183	263BL016
263BI004	263BJ036	263CA007	255EA014	263BL017
263BI007	263BJ03601	263CA00701	256AA042	263BL018
263BI008	263BJ037	263CA008	256AA043	263BL019
263BI011	263BJ038	263CA00802	256BB065	263BL020
263BI012	263BJ039	263CA00803	256BC024	263BL021
263BI015	263BJ040	263CA00805	256CB001	263BL022
263BI016	263BJ041	263CA00806	256DA00914	263BL023
263BI017	263BJ042	263CA014	256GA010	263BL024
263BI019	263BJ04201	263CA015	256HB016	263BL025
263BI022	263BJ044	263CA01501	256HB017	263BL027
263BI023	263BJ04401	263CA016	256HB018	263BL028
263BI024	263BJ04403	263CA01701	256HB023	263BL029
263BI025	263BJ045	263CA018	256HB04301	263BL030
263BI026	263BJ047	263CA019	256HC027	263BL031
263BI027	263BJ048	263CA021	256ND00107	263BL032
263BI028	263BJ049	263CA023	256ND00131	263BL033
263BI029	263BJ051	263CA025	256ND00161	263BL034
263BI030	263BJ053	263CA026	256ND00162	263BL035
263BI031	263BJ054	263CA027	256ND00313	263BL036
263BJ002	263BJ055	263CA028	256ND00314	263BL037
263BJ003	263BJ056	263CA029	256ND00315	263BL038
263BJ005	263BJ057	263CA030	256ND00316	263BL039
263BJ007	263BJ058	263CA031	263AA01802	263BL040
263BJ008	263BJ059	263CA033	263AA01803	<u>263CA043</u>
263BJ012	263BJ060	263CA034	263AA01804	256AB00101
263BJ013	263BJ061	263CA035	263AA01805	256AB00102
263BJ014	263BJ062	263CA037	263AA01806	256AB00103
263BJ015	263BK001	263CA038	263AA01807	256AB00104
263BJ016	263BK002	263CA040	263BL00101	256AB00105
263BJ017	263BK003	263CA041	263BL002	256AB00106
263BJ018	263BK004	263CA042	263BL003	256AB00107
263BJ019	263BK005	242OC004	263BL004	256AB00108
263BJ022	263BL001	242OC005	263BL005	256AB00109
263BJ02501	263BL012	242OC007	263BL006	256AB00110
263BJ02502	263BL026	242OC030	263BL007	256AB00111
263BJ027	263BL041	242OC031	263BL008	256AB00112
263BJ029	263CA001	242OC032	263BL009	256AB00113
263BJ030	263CA002	242OC033	263BL010	256AB00114
263BJ031	263CA003	242OC034	263BL011	256AB00115

## SAD #24 PARCEL NUMBERS ONLY

008

256AB00116	256BC002	256BG015	256BG058	256MA01601
256AB00117	256BC003	256BG016	256BG059	256MA017
256AB00118	256BC004	256BG017	256BG060	256MA01701
256AB00119	256BC005	256BG018	256BG061	256MA018
256AB00120	256BC006	256BG019	256BG062	256MA01801
256DA00901	256BC007	256BG020	256BG063	256MA019
256DA00902	256BC008	256BG021	256BG064	256MA01901
256DA00903	256BC009	256BG022	256BG065	256MA020
256DA00904	256BC010	256BG023	256BG066	256MA02001
256DA00905	256BC011	256BG024	256BG067	256MA021
256DA00906	256BC012	256BG025	256BG068	256MA02101
256DA00907	256BC025	256BG026	256BG069	256MA023
256DA00908	256BC026	256BG027	256BG070	256MA02301
256DA00913	256BC027	256BG028	256BG071	256MA026
256DA00915	256BC028	256BG029	256BG072	256MA02601
256DA00916	256BC029	256BG030	256DA009	256MA030
256DA00917	256BC030	256BG031	256DA00909	256MA03001
256DA00918	256BC031	256BG032	256DA00910	256MA031
256DA00919	256BC032	256BG033	256DA00911	256MA03101
256DA00920	256BC033	256BG034	256DA00912	256MA032
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256DA00923	256BC036	256BG037	256GD00202	256MA03301
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256DA00928	256BE002	256BG042	256GD00303	256MA035
256DA00929	256BE003	256BG043	256MA00301	256MA03501
256DA00930	256BE004	256BG044	256MA00302	256MA03502
256DA00931	256BE005	256BG045	256MA004	256MA03503
256DA00932	256BF001	256BG046	256MA00401	256MA036
263BJ033	256BF002	256BG047	256MA008	256MA03602
263BJ03301	256BF003	256BG048	256MA00801	256OD01502
263BJ052	256BF004	256BG049	256MA009	256OD01503
263BJ05201	256BG001	256BG050	256MA00901	256OD01504
256AD019	256BG002	256BG051	256MA012	256OD01505
256AD020	256BG003	256BG052	256MA01201	256OD01506
256AD021	256BG004	256BG053	256MA013	256OD01507
256AD022	256BG005	256BG054	256MA01301	256OD01508
256AD023	256BG006	256BG055	256MA014	256OD01509
256AD024	256BG013	256BG056	256MA01401	256OD01510
256BC001	256BG014	256BG057	256MA016	256OD01511

## SAD #24 PARCEL NUMBERS ONLY

256OD01512	263BI00903	263CA00808	256BC00101	256BH007
256OD01513	263BI010	263CA01502	256BC00102	256BH008
256OD01514	263BI01001	263CA01503	256BC00103	256BH009
256OD01515	263BI01002	263CA017	256BC00104	256BH010
256OD01516	263BI01003	263CA01702	256BC013	256BH011
256OD01517	263BI013	263CA01703	256BC014	256BH012
256OD01518	263BI01301	263CA01704	256BC015	256BH013
256OD01519	263BI01302	263CA020	256BC016	256BH014
256OD01520	263BI01303	263CA02001	256BC017	256BH015
256OD01521	263BI021	263CA022	256BC018	256BH016
256OD01522	263BI02101	263CA02201	256BC019	256BH017
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256OD01524	263BI02103	263CA02401	256BC021	256BH019
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256OD01528	263BI02107	263CA03702	256BC042	256BH023
256OD01529	263BI02108	263CA039	256BC043	256BH024
256OD01901	263BI02109	263CA03901	256BC044	256BH025
256OD01902	263BI02110	256AD025	256BF005	256BH026
256OD01903	263BJ004	256AD026	256BF006	256BH027
256OD01904	263BJ00401	256AD027	256BF007	256BH028
256OD01905	263BJ006	256AD028	256BF008	256BH029
256OD01906	263BJ00601	256AD029	256BF009	256BH030
263AH001	263BJ00901	256AD030	256BF010	256BH031
263AH00102	263BJ00902	256AD031	256BF011	256BH032
263AH00103	263BJ011	256AD032	256BF012	256BH033
263AH00104	263BJ01101	256AD033	256BF013	256BH034
263BI003	263BJ020	256AD034	256BF014	256BH035
263BI00301	263BJ02001	256AD035	256BF015	256BH036
263BI00302	263BJ021	256AD036	256BF016	256BH037
263BI00303	263BJ02101	256AD037	256BG007	256BH038
263BI005	263BJ04402	256AD038	256BG008	256BH039
263BI00501	263BJ04404	256AD039	256BG009	256BH040
263BI00502	263BJ04601	256AD040	256BG010	256BH041
263BI00503	263BJ04602	256AD041	256BG011	256BH042
263BI006	263BJ05102	256AD042	256BG012	256BH043
263BI00601	263BJ05103	256AD043	256BH001	256BH044
263BI00602	263BJ063	256AD044	256BH002	256BH045
263BI00603	263BJ06301	256AD045	256BH003	256BH046
263BI009	263CA00801	256AD046	256BH004	256BH047
263BI00901	263CA00804	256AD047	256BH005	256BH048
263BI00902	263CA00807	256AD048	256BH006	256GD00101



**Recommendation**

Staff recommends the Board of Commissioners certify the Sunset Beach Wastewater Collection System net cost of \$20,540,577, establish a per parcel assessment method for an estimated assessment of \$5,304 based on 3,873 parcels, provide a discount of 5% to assess estimated at \$5,038 for those paying before 30 days from the date of notice, set the annual principal installments estimated at \$530.35 at 10 with simple interest of 3.91%, and schedule a Utilities Board public hearing on April 8, 2013 at 5:30 p.m. in the Odell Williamson Auditorium at the Brunswick Community College in Bolivia, NC.

Vice-Chairman Norris moved to certify the Sunset Beach Wastewater Collection System costs (\$20,540,577) establish a Per Parcel Assessment Method and set a Utilities Board Public Hearing on April 8, 2013 at 5:30 p.m. in the Odell Williamson Auditorium and approve the associated budget amendment and capital project ordinance amendment. The vote of approval was unanimous.

**5. Finance – Proposed Martin & Starnes Contract to Audit Accounts for FY 2013 (Ann Hardy)**

Staff recommends approving Contract to Audit Accounts with Martin Starnes and Associates CPA's, PA for FY 2013.

Ann Hardy, Fiscal Operations Director, explained the following:

**Background Information**

In November of 2010, the County issued requests for proposals to provide independent public accounting auditing services for the Fiscal Years 2011 thru 2015 and on January 18, 2011 the Board of Commissioners accepted the proposal of Martin Starnes and Associates CPAs, PA.

**Current Situation**

Martin Starnes, CPAs., PA provided the attached Contract to Audit Accounts for the fiscal year ending 6/30/2013 at the rate of \$60,200 as offered in their original proposal. The firm met all of the contracted audit requirements for the fiscal year 2012. The Local Government Commission requires local governments to issue annual audit contracts.

**Recommendation**

Staff recommends that the Board of Commissioners authorize the Chairman and Finance Officer to execute the contract to engage Martin Starnes for the fiscal year 2013 audit.

Commissioner Phillips moved to approve the Contract to Audit Accounts with Martin Starnes and Associates CPA's, PA for FY 2013. The vote of approval was unanimous.

**7. Finance – Proposed Utilities Reduction Specialists, Inc. Contract for doing business as Tax Reduction Specialists (Ann Hardy)**

Staff recommends approving Contract with Utilities Reduction Specialists, Inc. d/b/a Tax Reduction Specialists to Conduct a Sales Tax Reallocations Audit.

Ann Hardy, Fiscal Operations Director, explained the following:

**Background Information**

Brunswick County has engaged TRS to perform audits of potential sales tax refunds for the tax periods July 2003 thru June 30, 2012. During that time period, TRS identified \$313,735.00 in county sales tax reallocations and received compensation of \$62,747. The recoveries are not due to any error or omission on the part of county staff but due to their unique knowledge of NCDOR

requirements and practices, statewide vendors filing histories, and investigation of payments and refunds filed by entities outside of Brunswick County government.

The proposal from TRS included compensation of 18% of funds recovered

### **Recommendation**

Staff recommends entering into a contract with TRS for the period July 1, 2012 thru June 30, 2013 at a compensation of 18% of refunds received due to discoveries by TRS.

Commissioner Phillips moved to approve the Contract with Utilities Reduction Specialists, Inc. d/b/s Tax Reduction Specialists to conduct a sales tax reallocation audit. The vote of approval was unanimous.

### **8. Finance – Proposed January 31, 2013 Financial Report (Ann Hardy)**

Staff recommends receiving Monthly Financial Report for January 2013 as information.

Ann Hardy, Fiscal Operations Director, explained the following:

#### **General Fund**

Presented on the Brunswick County Government website is a schedule of revenues and expenditures-budget and actual for the General Fund for the period ended 1/31/13 on the cash basis with comparative actual amounts for the period ended 1/31/12.

Total revenues for the General Fund at 1/31/13 are \$126.6 million compared to \$122.1 million at 1/31/12 for an increase of \$4.5 million or 3.7%. Total revenues collected are 83.4% of the amended budget for the fiscal year.

Total expenditures for the General Fund at 1/31/13 are \$82.0 million compared to \$81.5 million at 1/31/12 for an increase of \$0.5 million or 0.63%. Total expenditures are 53.1% of the budget for the fiscal year.

Fiscal year-to-date revenues are greater than total expenditures by \$44.6 million compared to \$40.6 million in the prior year for a net \$3.9 million or 9.7% improvement.

Transfer into the general fund at \$0.5 million compared to transfers out to other funds of \$0.4 million for a net improvement of \$0.9 million.

Revenues and net transfers greater than expenditures at 1/31/13 are \$45.0 million compared to \$40.2 million at 1/31/12 for a net improvement of revenues and transfers greater than expenditures of \$4.8 million or 11.87%.

#### **Water Fund**

Presented on the Brunswick County Government website is a schedule of revenues and expenditures-budget and actual and changes in fund balance for the Water Fund for the period ended 1/31/13 on the cash basis with comparative actual amounts for the period ended 1/31/12.

Total revenues for the Water Fund at 1/31/13 are \$12.8 million compared to \$13.1 million at 1/31/12 for a decrease of \$0.3 million or 2%, mainly due to less irrigation water sales in the current fiscal year. Total revenues are 64% of the budget for the fiscal year.

Total expenditures for the Water Fund at 1/31/13 are \$9.3 million compared to \$8.8 million at 1/31/12 for an increase of \$0.5 million or 5%. Expenditures are 51% of the budget for the fiscal year.

Total fiscal year-to-date revenues are greater than total expenditures by \$3.5 million as compared to \$4.3 million in the prior year for a net decline of \$0.7 million. Net transfers to other funds are \$3.6 million as of 1/31/13 compared to \$2.7 million at 1/31/12.

### **Wastewater Fund**

Presented on the Brunswick County Government website is a schedule of revenues and expenditures-budget and actual for the Wastewater Fund for the period ended 1/31/13 on the cash basis with comparative actual amounts for the period ended 1/31/12.

Total revenues for the Wastewater Fund at 1/31/13 are \$9.3 million compared to \$8.5 million at 1/31/12 for an increase of \$0.8 million or 9.4%. Total revenues are currently 46% of the budget for the fiscal year.

Total expenditures for the Wastewater Fund at 1/31/13 are \$7.2 million compared to \$6.4 million for an increase of \$0.8 million or 12%. Total expenditures are currently 33% of the budget for the fiscal year.

Revenues are greater than expenditures at 1/31/13 by \$2.1 million with no change from 1/31/12. Net transfers in were \$0.8 million at 1/31/13 compared to net transfers out of \$2.4 million at 1/31/12.

### **Key Indicators of Revenues and Expenditures**

Presented on the Brunswick County Government website are charts with actual history, current month actual amounts and annual budget information for major revenues and expenditures in both the enterprise and general funds.

### **Cash and Investments**

A Summary of Cash and Investments is presented on the Brunswick County Government website as of 1/31/13 reports that the county had \$175.7 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$20.4 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.16%.

The Board received the various unaudited financial reports as information and no action was taken.

## **8. Finance – Proposed Brunswick County 2013 General Obligation Refunding of 2005AB and 2007AB General Obligation Bonds (Ann Hardy)**

Staff recommends approving the Resolution Authorizing the Issuance of General Obligation Refunding Bonds Series 2013A and Taxable General Obligation Bonds Series 2013B and a Bond Order Authorizing the Issuance of Not To Exceed \$21,050,000 General Obligation Refunding Bonds.

Ann Hardy, Fiscal Operations Director, explained the following:

### **Background Information**

Brunswick County currently has four series of general obligation bonds outstanding totaling a par amount of \$20,818,658 that appear to be candidates for refunding. The bonds were issued in 2005 and 2007 to fund or refund prior bonds related to the construction and equipping of educational facilities in the county. A portion of the bonds are now callable and may be refunded. The callable bonds carry an average interest rate of 4.2% with maturities until 2024.

On January 22, 2013, the Board of Commissioners received information from staff that there may be savings in excess of 3% to refund the bonds. At that time, the projected cash savings of refunding the callable bonds was in excess of \$888,277 over the period of 2014 thru 2024.

### **Current Situation**

On February 5<sup>th</sup>, 2013, county staff conferred with bond counsel, underwriter, underwriter's counsel and the staff of the Local Government Commissioner regarding the potential savings and actions needed to refund the callable portion of the bonds. The current bond market has a large supply of municipal bonds which has eroded some of the potential refunding savings. However, the projected savings are above the LGC target of 3%.

The most recent savings analysis was provided in the packet. The projected true interest cost is 1.58% and the net interest cost, after factoring in the estimated bond issuance costs of \$216,264, is 1.66%. The cumulative projected cash savings is \$779,372 over the period of 2014 thru 2024. Page 7 of the attached analysis provides the anticipated annual cash savings and a calculation of the present value of the savings. The actual savings may be more or less depending on the U.S. National bond market and interest rates at the time of the bond sale.

Application was made to the Local Government Commission to approve the refunding on March 5, 2013 and schedule the sale date for the bonds of March 18, 2013. The percentage savings of the refunding bonds at 3.94% exceeds the LGC guidelines of a minimum savings of 3%. The county is under no obligation to issue the bonds should savings erode.

Bond resolutions, bond orders and other documents authorizing staff to complete the steps necessary for the sale of the bonds were included in the packet.

### **Recommendation**

Staff recommends that the Board of Commissioners adopt the Resolution of The Board of Commissioners of The County of Brunswick, North Carolina Providing For The Issuance of General Obligation Refunding Bonds, Series 2013A And Taxable General Obligation Bonds, Series 2013B, Of The County of Brunswick, North Carolina

Staff recommends that the Board of Commissioners adopt the Resolution of The Board of Commissioners of The County Of Brunswick, North Carolina Making Certain Statements of Fact Concerning Proposed Bond Issue

Staff recommended that the Board of Commissioners adopt the Bond Order Authorizing the Issuance of Not to Exceed \$21,050,000 General Obligation Refunding Bonds of the County Of Brunswick, North Carolina and direct the publication of the order.

The budget amendment for the actual amount of the bonds refunded will be placed on a consent agenda for approval after the bonds are closed and amounts determined.

Commissioner Phillips moved to approve the Resolution Authorizing the Issuance of General Obligation Refunding bonds Series 2013A and Taxable General Obligation Bonds Series 2013B and a Bond Order Authorizing the Issuance of Not to Exceed \$21,050,000 General Obligation Refunding Bonds. The vote of approval was unanimous.

### **9. Administration – Proposed CIS Funding Request (Steve Stone)**

Staff recommends approving the Request from Brunswick County Communities In Schools for Additional Funding for Parenting Education Classes.

Steve Stone, Assistant County Manager, explained that Communities In Schools (CIS) has requested this funding because of a change in state/federal grant guidelines that have hampered the agency's ability to "share" classes between different categories of clients in need of parenting

education services. Essentially, their primary funding source has drawn a very fine line between prevention vs. intervention of child abuse and / or neglect, and has ruled that a parent in the intervention stage cannot be in a class for prevention, even though the content of the instruction is the same. CIS believes that they can continue to provide parent education services to those in need through 6/30/13 for an additional appropriation of \$5,000.00. Your initial appropriation to CIS for FY 13 was \$60,000 to be split between several programs, including parent education. They had requested funding of \$130,000 for those activities.

There are currently sufficient funds available in the grant subsidy appropriation in the FY 13 budget. A budget amendment is not necessary if the Board of Commissioners grants the request of CIS.

Commissioner Sykes moved to approve appropriating an additional \$5,000.00 to Communities in Schools, Inc. for support of their parenting education activities. The vote of approval was unanimous.

#### **10. Administration – Proposed Preliminary FY 2013-2014 Annual Budget Retreat Agenda (Marty Lawing)**

Staff recommends reviewing and approving the Preliminary Agenda for the FY 2013-2014 Annual Budget Retreat.

Marty Lawing, County Manager, explained that the Annual Budget Retreat for FY 2013-2014 has been scheduled for Wednesday, February 27, 2013 and Thursday, February 28, 2013. A draft agenda has been developed with a format similar to previous years and contains topics of fiscal significance that will impact the upcoming budget process.

Commissioner Cooke moved to hold the Budget Retreat in the Commissioners Chambers. The vote of approval was 4 ayes (Cooke, Sykes, Phillips, Williams) 1 nay (Norris).

Mr. Lawing announced that the agenda meeting would be held on Tuesday, February 26, 2013 at 8:00 a.m. in the Chambers.

Commissioner Williams moved to approve the Preliminary Agenda for the FY 2013-14 Annual Budget Retreat. The vote of approval was unanimous.

#### **11. Code Enforcement – Proposed Reclassification (Moved to Administrative Report under Adjustments to the Agenda)**

Staff requests approving the Reclassification of an Administrative Technician I (Grade 61) Position to a Code Enforcement Officer Position (Grade 64).

Marty Lawing, County Manager explained that currently, the Code Enforcement department consists of an administrator, two officers, and an administrative technician. During the first six months of this fiscal year, the department has handled 530 cases. With this limited staff, it is difficult to stay on top of cases with this amount of volume. In fact, the bulk of this case load was handled by one officer due to the fact the other officer was on leave for 4 ½ months and the administrative technician position was vacated for 1 month during this same reporting period.

Thirty-nine percent of these cases have been closed out with most being brought into compliance voluntarily by the violator. Code Enforcement staff has attempted to conduct comprehensive sweeps in neighborhoods that have multiple violations. This is a tremendous strain on resources and could be a more productive method with additional personnel.

In December, 2012, the Administrative Technician submitted her resignation. The existing staff has filled in the duties of this job. This has burdened the existing staff even more. However, if the existing administrative position is reclassified to an officer position, not only will each staff member be able to do more administrative tasks, more violations can be addressed.

The savings from the vacated position, or lapse salary by the end of April, 2013 will be \$10,155 plus taxes and benefits. If the reclassification is approved and an employee is hired to begin work on May 1, 2013, the salary cost for a Code Enforcement Officer will be \$6,570 plus payroll taxes and benefits for the remainder of the fiscal year. The Department would see a savings in the salary line item for the year. The savings would decrease if an employee can be hired before May but there will still be a savings at the end of the fiscal year. The future financial impact of this request would increase future budget years approximately \$5,000 of salary cost plus benefits.

Commissioner Sykes indicated a preference to wait until the salary study is complete before approving any reclassifications.

After discussion, Commissioner Phillips moved to approve the request. The vote of approval was 4 ayes (Phillips, Williams, Norris, Cooke) 1 nay (Sykes).

**12. Rural Center Grant Resolution (Marty Lawing)**  
**(Added under Adjustments to the Agenda)**

Vice-Chairman Cooke moved to approve the NC Building Restoration and Reuse Grants Program Resolution with the clarification that the benefactor will be responsible for any matching funds. The vote of approval was unanimous.

**RESOLUTION**  
**N C Building Restoration and Reuse Grants Program**

**WHEREAS**, the Rural Hope initiative of the North Carolina Rural Economic Development Center is designed to spur economic activity and job creation in the health care sector while improving the availability and quality of health care services in rural communities; and

**WHEREAS**, Brunswick County is engaged in activities to assist local industries and increase the number of jobs in the area; and,

**WHEREAS**, Brunswick County intends to request grant assistance from the Rural Hope Grant for the construction costs of an office for Interim HealthCare;

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COMMISSIONERS OF BRUNSWICK COUNTY:**

That Brunswick County will provide 5% of the grant amount for the renovation project, if approved for the grant.

That Interim HealthCare will provide for efficient administration, implementation, and operation/maintenance of the project.

That the County Manager is hereby authorized to execute and file an application on behalf of Brunswick County and Interim HealthCare with the North Carolina Economic Development Center for a Rural Hope Grant.

That the County Manager is hereby authorized and directed to furnish such information as the North Carolina Rural Economic Development Center may request in connection with the grant application and project; to make assurances as contained above; and to execute such other documents as any be rewarded in connection with the application.

That Brunswick County has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted the 18<sup>th</sup> day of February, 2013.

s/Phil Norris, Chairman  
Brunswick County Board of Commissioners

**ATTEST:**

s/Deborah (Debby) Gore, NCCCC  
Clerk to the Board of Commissioners

## **VIII. BOARD APPOINTMENTS**

### **1. Brunswick County Small Business Advisory Commission**

#### **(Bald Head Island Chamber of Commerce recommended appointment)**

Commissioner Williams moved to approve the recommended appointment of David Berne from the Bald Head Island Chamber of Commerce. The vote of approval was unanimous.

### **2. Alcoholic Beverage Control**

Vice-Chairman Norris moved to reappoint Amber Lanier. Commissioner Phillips moved to approve the appointment of Ms. Lanier. The vote of approval was unanimous.

Amber Lanier will serve a three-year term that will expire on January 1, 2016.

### **3. Airport Commission appointment**

Chairman Norris nominated Jimmy Bellamy. Commissioner Phillips moved to close the nominations. The vote of approval was unanimous. Vice-Chairman Norris moved to approve the appointment of Mr. Bellamy. The vote of approval was unanimous. Jimmy Bellamy will fill the unexpired term of Brandon Sauls (resigned) that will expire on December 1<sup>st</sup>, 2015.

## **IX. COUNTY ATTORNEY'S REPORT**

### **1. Resolution of the Brunswick County Board of Commissioners Support of the Constitution and Laws of the United States and North Carolina (Huey Marshall)**

Huey Marshall, County Attorney, explained that pertaining to recent events, the Board of Commissioners requested a resolution stating their Oath of Office and their intent to uphold that oath with special consideration of the Second Amendment.

Commissioner Phillips moved to approve the Resolution. The vote of approval was unanimous.

#### **RESOLUTION OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS IN SUPPORT OF THE CONSTITUTION AND LAWS OF THE UNITED STATES AND NORTH CAROLINA**

**Whereas**, before entering upon the duties of a County Commissioner for Brunswick County, a person elected or appointed to the office shall take and subscribe the following oath:

"I, ....., do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a Brunswick County Commissioner so help me God."; and

**Whereas**, the Board of Commissioners of Brunswick County wishes to reaffirm their oath with special regard to the Second Amendment of the Constitution of the United States and Article One, Section Thirty of the Constitution of North Carolina;

**Therefore**, the Brunswick County Board of Commissioners resolves to support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina with special

regard to the Second Amendment of the Constitution of the United States and Article One, Section Thirty of the Constitution of North Carolina.

**This the 18<sup>th</sup> day of February, 2013.**

s/Phil Norris, Chairman

Brunswick County Commissioners

Attest:

s/Deborah S. (Debby) Gore, NCCCC

Clerk to the Board

**2. Deed of Dedication for Woodlands Park West Phase 5 Lots 95-105 & 178-192 St. James Plantation Willow Walk \$58,580.00 for Water and \$41,030.00 for Sewer (Huey Marshall)**

Huey Marshall, County Attorney, explained that these lines are ready for acceptance into the county system with a worth of \$58,580.00 for water lines and \$41,030.00 for sewer lines.

Commissioner Phillips moved to approve the Deed of Dedication for Woodlands Park West Phase 5, lots 95-105 & 178-192 (St. James Plantation-Willow Walk). The vote of approval was unanimous.

**3. Deed of Dedication for the First Tee of Brunswick County \$20,171.26 for Water (Huey Marshall)**

Huey Marshall, County Attorney, explained that these lines are ready for acceptance into the county system with a worth of \$20,171.26 for water lines only.

Commissioner Phillips moved to approve the Deed of Dedication for The First Tee of Brunswick County. The vote of approval was unanimous.

**4. Deed of Dedication Bristol Ridge at Windsor Park Section 16; Windsor Pines at Windsor Park Section 11 \$42,262.00 for Water (Huey Marshall)**

Huey Marshall, County Attorney, explained that these lines are ready for acceptance into the county system with a worth of \$42,262.00 for water lines only.

Commissioner Phillips moved to approve the Deed of Dedication for Bristol Ridge at Windsor Park Sec 16; Windsor Pines at Windsor Park Sec. 11. The vote of approval was unanimous.

**X. OTHER BUSINESS/INFORMAL DISCUSSION**

There was no other business to discuss.

**XI. ADJOURNMENT**

Commissioner Williams moved to adjourn the Regular Meeting at 8:03 p.m. The vote of approval was unanimous.

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Phil Norris, Chairman



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**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
AGENDA MEETING  
FEBRUARY 26, 2013  
8:00 A.M.**

**The Brunswick County Board of Commissioners held an Agenda Meeting on the above date at 8:00 a.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.**

**PRESENT:** Commissioner Phil Norris, Chairman  
Commissioner Marty Cooke, Vice-Chairman  
Commissioner Pat Sykes  
Commissioner Frank Williams

**STAFF:** Marty K. Lawing, County Manager  
Steve Stone, Assistant County Manager  
Huey Marshall, County Attorney  
Bryan Batton, Assistant County Attorney  
Debby Gore, Clerk to the Board  
Julie Miller, Deputy Director of Fiscal Operations

**ABSENT:** Ann Hardy, Fiscal Operations Director

**I. CALL TO ORDER**

Chairman Norris called the meeting to order at 8:01 a.m.

Huey Marshall, County Attorney, discussed the lawsuit with Katierich and Jacobs Real Estate. Tom Babel of Ward and Smith Law Firm requested that the county split the difference and return half of the deposit.

Commissioner Sykes moved to instruct the Attorney to move forward and accept the 50/50 split with the understanding that there will be no further lawsuits regarding this matter. The vote of approval was unanimous. (Sykes, Norris, Cooke, Williams) (Commissioner Phillips absent)

Marty Lawing, County Manager, informed that the current proposed buyers of the old hospital property, East Coast Lands I, LLC, previously received a 30-day extension and have now asked for another 30-day extension due to problems with financing coming from Indonesia that has to go through Homeland Security.

Chairman Norris moved to approve another 30-day extension for East Coast Lands I, LLC offer. The vote of approval was unanimous. (Norris, Cooke, Sykes, Williams) (Commissioner Phillips absent)

Staff discussed proposed items for the upcoming March 4, 2013 Regular Meeting with Board members.

Steve Stone, Assistant County Manager, indicated that the recently approved Recycling Agreement needs to be amended and asked Ms. Lewis to explain.

Stephanie Lewis, Operation Services Director, explained that the approved Grant was with the NC Department of Natural Resources for an interagency composting program associated with Cooperative Extension and Brunswick Community College for a garden for the Senior Centers. Further into the grant process, staff realized that the State would require the Solid Waste Department to manage those programs and it was more than the Solid Waste staff could commit to. Ms. Lewis informed of a Lowe's grant that Keep America Beautiful affiliates are eligible and staff has helped them with the application to receive those funds. Staff did not want to miss the opportunity for the NCDENR Solid Waste Reduction Grant funds so staff is requesting switching to a Shingle Recycling Program for improvements in that area.

Commissioner Sykes moved to allow staff to change the grant purpose to Shingle Recycle Program. The vote of approval was unanimous. (Sykes, Norris, Cooke, Williams)  
(Commissioner Phillips absent)

## **II. ADJOURNMENT**

Chairman Norris closed the meeting at 8:26 a.m.

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Phil Norris, Chairman

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Deborah (Debby) Gore, NCCCC  
Clerk to the Board

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
MARCH 4, 2013  
6:00 P.M.**

The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT: Commissioner Phil Norris, Chairman  
Commissioner J. Marty Cooke, Vice-Chairman  
Commissioner Pat Sykes  
Commissioner Scott Phillips  
Commissioner Frank Williams

STAFF: Marty K. Lawing, County Manager  
Steve Stone, Assistant County Manager  
Huey Marshall, County Attorney  
Bryan Batton, Assistant County Attorney  
Debby Gore, Clerk to the Board  
Ann Hardy, Fiscal Operations Director

1<sup>st</sup> Sgt. Richard Long

**I. CALL TO ORDER**

Chairman Norris called the meeting to order at 6:00 p.m. Commissioner Phillips moved to enter Closed Session at 6:00 p.m. pursuant to NCGS 143-318.11 (a) (3) to consult with the Attorney to consider and give instructions concerning a potential or actual claim, administrative procedure, or judicial action. The vote of approval was unanimous.

Chairman Norris called the Regular Session to order at 6:30 p.m. and the Attorney announced that no action was taken in Closed Session.

Commissioner Williams moved to authorize staff to sell 0.086 acres of land to the NC Department of Transportation for a traffic circle to be constructed near the Georgetown/4-Mile Road intersection. The vote of approval was unanimous.

(Attached to these Minutes is an item called Board Action containing all items on this agenda and those items are incorporated herein.)

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner Williams gave the Invocation and led the Pledge of Allegiance.

**III. ADJUSTMENTS/APPROVAL OF AGENDA**

Chairman Norris asked if there were any adjustments to the agenda. The following adjustments were made:

1. Steve Stone, Assistant County Manager, requested to remove Item V-D from the agenda.

2. Huey Marshall, County Attorney, requested to add approval of a letter to United Financial of North Carolina informing of the compliance of Civietown Volunteer Fire Department as Item V-D.
3. Huey Marshall, County Attorney, requested to add approval to initiate the process of a letter to the NC Department of Transportation informing of the county's interest in updating the Brunswick County Comprehensive Transportation Plan to upgrade and widen Hickman Road (SR 1303) from US Highway 17 to the South Carolina state line as Item V-E.

Commissioner Phillips moved to approve the agenda as amended. The vote of approval was unanimous.

#### **IV. PUBLIC COMMENTS**

Chairman Norris asked if there was anyone in the audience who wished to speak regarding any item on the agenda or any matter that was not included in the agenda. The following citizens addressed the Board:

1. Joe Taylor, Sunset Harbor resident, praised the efforts of the Veterans Services Director Anita Hartsell and Veterans Services Officer, Glen Hartung. Mr. Taylor requested the Board to consider additional staff to reduce waiting time and enhance the tireless efforts of Ms. Hartsell and Mr. Hartung. The Chairman indicated that Ms. Hartsell had presented the need for additional staff and the Board would take that into consideration during the budget process and thanked Mr. Taylor for his support.

#### **V. APPROVAL OF CONSENT AGENDA**

Commissioner Phillips moved to approve the Consent Agenda. The vote of approval was unanimous. The following items were approved:

- A. **Minutes**
  1. **February 13, 2013 Agenda Meeting Minutes**
- B. **Tax**
  1. **Tax Releases for March 2013**
- C. **Finance**

The Winnabow Fire Department negotiated financing with the Local Government Federal Credit Union Commercial Lending for a new station in the amount of \$146,000 with quarterly payments of \$4,229. The department is in good standing with the county and appears to have the funds to make the payments.

The Chief provided the attached evidence of the published notice and held a public hearing on February 7, 2013 regarding the matter. A copy of the publication and proposed amortization schedule are attached. Chief Mercer provided the information to the Board of Commissioners to make the county aware of the financing. No action is needed.

#### **General Fund-GREAT Grant**

##### **Revenues:**

Gifts & Memorials

104309-383300

\$50

##### **Expenditures:**

Supplies 104309-426000 \$50

The budget amendment above is to appropriate \$50 of donated funds from the Brunswick County Bar Association for the Sheriff's Department GREAT Program to purchase a GREAT logo tablecloth for the graduation ceremony.

### **General Fund-Sheriff's Department**

#### **Revenues:**

Gifts & Memorials	104310-383303	\$1,894
Other Sales & Services (Deputies Serving as Security for Events)	104310-383961	\$44,279

#### **Expenditures:**

Salary & Wages – Clothing	104310-412207	\$1,500
Salary & Wages – Temporary/Part- Time	104310-412600	\$20,000
Uniforms	104310-421200	\$20,000
Departmental Supplies	104310-426002	\$1,600
Travel – Subsistence	104310-431200	\$745
Repair & Maintenance. – Boat	104310-435210	\$779
Dues	104310-449100	\$400
Miscellaneous Expense	104310-449900	\$175
Employee/Volunteer Appreciation	104310-449939	\$974

The budget amendment above is to appropriate Gifts & Memorials and Sales & Services fees for deputies serving at events for a fee earned in excess of amounts budgeted for expenditures in the Sheriff's department budget that are anticipated to exceed amounts budgeted.

### **General Fund- Detention Center**

#### **Revenues:**

County Inmate Reimbursement	104320-383994	\$69,810
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#### **Expenditures:**

Salary & Wages – Clothing	104320-412207	\$500
Uniforms	104320-421200	\$40,000
Equipment Less Than \$500	104320-426100	\$14,310
Repair & Maintenance - Equipment	104320-435200	\$15,000

The budget amendment above is to appropriate additional County Inmate Reimbursement revenue in the Detention Center for expenditures in the Sheriff's detention budget that are anticipated to exceed amounts budgeted.

### **General Fund- Animal Protective Services**

#### **Revenues:**

Gifts & Memorials	104380-383303	\$5,511
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#### **Expenditures:**

Advertising	104380-439100	\$5,511
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The budget amendment above is to appropriate Gifts & Memorials received in the Animal Protective Services budget for advertising on a 14' x 36' billboard on highway 17 at the direction of the Sheriff.

### **General Fund- Cooperative Extension**

#### **Revenues:**

Miscellaneous Revenues	104950-383900	\$500
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#### **Expenditures:**

Special Projects	104950-423104	\$500
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The budget amendment above is to appropriate funds from the Corn Growers association designated for the purchase of a Nexus 7 tablet to be installed with agricultural applications and then loaned to growers on a schedule to allow sufficient time to utilize the technology without hindering other grower's technology usage in an effort to increase crop quality and quantity.

### **Health Department-Breast and Cervical Cancer Control Program**

#### **Revenues:**

State Revenues Restricted	135157-332102	\$4,400
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#### **Expenditures:**

Special Programs	135157-423100	\$4,400
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The budget amendment above is to appropriate additional state revenue in the amount of \$4,400 for special programs in the Breast and Cervical Cancer Control Program.

### **Health Department-Environmental Health Food & Lodging Program**

#### **Expenditures:**

Salary & Wages – Regular	135182-412100	(\$10,000)
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Contracted Services	135182-439900	\$10,000
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The budget transfer above is to transfer lapsed salaries in the Environmental Health Food & Lodging Program to for contracted services to require to maintain state inspection standards.

### **Water Fund**

#### **Revenues:**

Expendable Net Assets Appropriated	619800-399200	\$600,000
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#### **Expenditures:**

Capital Outlay- Electronic Meters	617110-459605	\$600,000
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The budget amendment above is to appropriate expendable net assets of the Water Fund for the purchase of electronic meters. The program to phase in electronic meters is currently ahead of schedule and the supply of meters will soon run out. The utility department is using county staff to install the meters to save funds. It is advantageous to provide the staff with more meters in this fiscal year to expedite the automated meter reading project so that the county can take advantage of the cost savings of not manually reading meters and additional service revenue from more accurate meters.

### **County Capital Projects Fund**

Revenues:

Performance Bond Revenues	438194-397000	\$(16,291)
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Expenditures:

Construction	438194-464002	(\$16,291)
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**County Capital Reserve Fund**Revenues:

Performance Bond Revenues	439801-397000	\$16,291
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Expenditures:

Undesignated Funds	439801-464299	\$16,291
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The budget amendment above is to transfer performance bonds to capital project reserve funds undesignated in order to close the Goose Marsh Project. The funds will be available for a future project at the discretion of the Board of Commissioners.

**County of Brunswick, North Carolina****Brunswick County Goose Marsh Phase 1B Capital Project**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Goose Marsh Phase 1B Capital Project:

**Goose Marsh Phase 1B Capital Project:**Revenues:

Performance Bonds	<u>\$154,530</u>
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<b>Total Goose Marsh Phase 1B Capital Project</b>	<b>\$154,530</b>
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RevenuesExpenditures:

Construction	<u>\$154,000</u>
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<b>Total Goose Marsh Phase 1B Capital Project</b>	<b>\$154,000</b>
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**Expenditures**

Section 2. This Capital Project Ordinance shall be entered into the minutes of the March 4, 2013 meeting of the Brunswick County Board of Commissioners.

**D. (Removed from the Agenda under Adjustments to the Agenda)**

**Health – Proposed State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014**

**D. Civietown Volunteer Fire Department (Added under Adjustments to the Agenda)**

Staff requests approval of a letter to United Financial of North Carolina, Inc. informing of the compliance of Civietown Volunteer Fire Department. The Department has made the county aware of their intention to acquire new Capital assets with United Financial of NC.

**E. Planning - Update of the Brunswick County Comprehensive Transportation Plan**

**(Added under Adjustments to the Agenda)**

Staff requests approval to initiate the process with a letter informing NC Department of Transportation of the county's interest in potentially updating the Comprehensive Transportation Plan to upgrade/widen Hickman Road NW (SR 1303) from US Highway 17 to the South Carolina state line.

## **VI. PUBLIC HEARING**

### **1. Planning – Map Amendment Z-12-696 Public Hearing, Second Reading & Adoption (Leslie Bell)**

#### **I. CALL TO ORDER**

Chairman Norris called the hearing to order at 6:38 p.m. and announced that the purpose of the hearing was to receive public input regarding Proposed Map Amendment Z-12-696.

Leslie Bell, Planning Director, explained the following:

**Item 1** (Map Amendment Z-696 – Planning and Community Development Department)

Item 1 is a map amendment initiated by the property owner. This request from C-LD (Commercial Low Density) and Undesignated to C-LD (Commercial Low Density) would allow for commercial use of a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from MU (Mixed Use) and Undesignated to MU (Mixed Use) a portion of for Tax Parcel 15200059 located off Old Ocean Hwy (US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

This rezoning includes approximately 0.44 acres of the total 8.45 acres.

Planning Staff recommends approval to C-LD (Commercial Low Density) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

Planning Staff recommends approval to the Official Brunswick County CAMA Land Use Plan Map from MU (Mixed Use) and Undesignated to MU (Mixed Use) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

Planning Board recommends approval to C-LD (Commercial Low Density) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC. [unanimous 7 to 0].

Planning Board recommends approval to the Official Brunswick County CAMA Land Use Plan Map from MU (Mixed Use) and Undesignated to MU (Mixed Use) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC. [unanimous 7 to 0].

## **II. PUBLIC COMMENTS**

Chairman Norris asked if there were any members of the audience who wished to address the Board regarding the Proposed Amendment. There were no comments from the audience.



### **III. ADJOURN**

Commissioner Phillips moved to close the hearing at 6:40 p.m. The vote of approval was unanimous.

Commissioner Phillips moved that the rezoning described is not consistent with the Brunswick County CAMA Land Use Plan and is reasonable and in the public interest based similar zoning of adjacent properties and based on these statements, moved to approve Second Reading and Adoption of Map Amendment Z-12-696 as presented and to amend the CAMA Land Use Plan. The vote of approval was unanimous.

### **VII. ADMINISTRATIVE REPORT**

#### **1. Planning – Proposed Map Amendment Z-13-697 First Reading and Setting of a Public Hearing (Leslie Bell)**

Staff recommends scheduling Public Hearing on Map Amendment Z-13-697 for April 1, 2013 at 6:30 p.m.

Leslie Bell, Planning Director, explained the following:

##### **Item 1 (Map Amendment Z-697 – L.A. Lewis)**

Item 1 is a map amendment initiated by the property owner. This request from C-LD (Commercial Low Density) and R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) would allow for commercial use of the entirety of Tax Parcel 1680002401 located off Ocean Highway W. (US 17) and Quilt Road SW (SR 1203) near Supply, NC.

This rezoning includes approximately 2.09 acres of the total 7.05 acres.

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Cynthia Henry, Denny Jordan, and Troy Price

**Members Absent:** Dr. James Graham, Jr. and Eric Dunham

Planning Staff recommends approval from C-LD (Commercial Low Density) and R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 1680002401 located off Ocean Highway W. (US 17) and Quilt Road SW (SR 1203) near Supply, NC.

Planning Board recommends approval from C-LD (Commercial Low Density) and R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 1680002401 located off Ocean Highway W. (US 17) and Quilt Road SW (SR 1203) near Supply, NC.  
[6 to 0 with Dr. James Graham, Jr. and Eric Dunham being absent].

Commissioner Phillips moved to approve First Reading and schedule a Public Hearing on April 1, 2013 at 6:30 p.m. for Proposed Map Amendment Z-13-697. The vote of approval was unanimous.

#### **2. Planning – Proposed Unified Development Ordinance Text Amendment UDO-13-01 First Reading and Setting of a Public Hearing (Leslie Bell)**

Staff recommends scheduling Public Hearing on UDO Text Amendment UDO-13-01 for April 1, 2013 at 6:30 p.m.

Leslie Bell, Planning Director, explained the following:

##### **Item 1**

Amend Article 4, Zoning Districts, Section 4.13.8., Certification and Qualification of Farmland, to replace the certification of soils requirement that the property must be managed in accordance with the Natural Resources Conservation Service's defined erosion-control practices if highly erodible lands exist on the property.

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Cynthia Henry, Denny Jordan, and Troy Price

**Members Absent:** Dr. James Graham, Jr. and Eric Dunham

Planning Staff recommends approval.

Planning Board recommends approval [6 to 0 with Dr. James Graham, Jr. and Eric Dunham being absent].

Commissioner Phillips moved to approve First Reading and schedule a Public Hearing for April 1, 2013 for Proposed UDO-13-01. The vote of approval was unanimous.

### **3. Planning – Community Development Block Grant Monthly Status Report (Leslie Bell)**

Staff recommends receiving Community Development Block Grant Monthly Performance Status Report as Information.

Leslie Bell, Planning Director, explained that the Monthly Performance Status Report is for informational purposes only per the new Community Development Block Grant reporting requirements effective February 1, 2013.

Leslie Bell, informed that no funds of the total \$75,000 Grant have been expended during the month of February 2013 for the 2011 CDBG Water Hook-up Grant. The report is due no later than March 15, 2013.

The Board received the report as information. No action was taken.

### **4. Public Utilities – Proposed Setting of a Public Hearing & Adoption of Changes to the County's Sewer Use Ordinance (Jerry Pierce)**

Staff recommends scheduling Public Hearing on County Sewer Use Ordinance Amendments for April 1, 2013 at 6:30 p.m.

Jerry Pierce, Utility Operations Director, explained that the North Carolina Department of Environment and Natural Resources (NC DENR) has conducted an extensive review of the county's Wastewater Pretreatment Program and Sewer Use Ordinance. The NC DENR staff submitted a list of recommended changes to the Sewer Use Ordinance to make it in conformance with the current NC DENR and Environmental Protection Agency (EPA) Regulations.

A number of editorial changes have been made throughout the Sewer Use Ordinance such as changing the name of the person responsible for administering the program from Public Owned Treatment Works Operator to Public Utilities Director. The major change in the document is a change in the hearing process for appeals of administrative decisions such as fines made by the Pretreatment Coordinator. The new appeals process calls for the Director of Public Utilities to hold a hearing and make a decision on the appeal of the fines levied by the Pretreatment Coordinator. The permit holder would then have the right to appeal the decision of the Public Utilities Director to the Board of Commissioners. After ruling by the Board of Commissioners, all subsequent appeals would be through the court system.

Staff recommends holding a Public Hearing on the ordinance changes on April 1, 2013, at 6:30 p.m. to receive input on the proposed ordinance changes.

Commissioner Williams moved to schedule a Public Hearing on April 1, 2013, at 6:30 p.m. The vote of approval was unanimous.

### **VIII. BOARD APPOINTMENTS**

#### **1. Economic Development Commission**

Commissioner Phillips requested to table the District 4 appointment. Commissioner Williams nominated Jeremy Phillips, Commissioner Sykes nominated Stephen Dragos, and Chairman Norris nominated Diane McRaney. Chairman Norris moved to close the nominations. The vote of approval was unanimous. Chairman Norris moved to approve the appointments of Phillips, Dragos and McRaney. The vote of approval was unanimous.

Jeremy Phillips, Stephen Dragos and Diane McRaney were reappointed to serve another three-year term that will expire on March 1, 2016.

#### **2. Equalization & Review**

Chairman Norris nominated Chris Barbee, Commissioner Sykes nominated Boyd Williamson, and Commissioner Phillips nominated Ray Real. Chairman Norris moved to close the nominations. The vote of approval was unanimous. Chairman Norris moved to approve the appointment of Barbee, Williamson and Real. The vote of approval was unanimous.

Chris Barbee was appointed to fill the unexpired term of Michael Norton (resigned). Boyd Williamson was appointed to fill the unexpired term of Willie Gore (resigned). Ray Real was appointed to fill the unexpired term of Barbara Cumbee (resigned). All will serve a two-year term that will expire on April 1, 2015.

#### **3. Marine Fisheries Advisory Board**

Commissioners Sykes and Cooke moved to table District 3 and District 2 appointments. The vote of approval was unanimous. Commissioner Phillips nominated Alan Beasley. Commissioner Phillips moved to close the nominations. The vote of approval was unanimous. Chairman Norris moved to approve the appointment of Mr. Beasley. The vote of approval was unanimous.

Alan Beasley was reappointed to serve another two-year term that will expire on February 1, 2015.

#### **4. Nursing Home & Adult Care Home Community Advisory Committee (at-large)**

Commissioner Phillips moved to table the District 4 appointment. The vote of approval was unanimous. Commissioner Sykes nominated Fauna Schaub. Commissioner Sykes moved to close the nominations. The vote of approval was unanimous. Chairman Norris moved to approve the appointment of Ms. Schaub. The vote of approval was unanimous.

Fauna Schaub was appointed to fill the expired term of Helen Clark (resigned) and will serve an initial one-year term that will expire on February 1, 2014.

### **IX. COUNTY ATTORNEY'S REPORT**

There were no items to be addressed.

### **X. OTHER BUSINESS/INFORMAL DISCUSSION**

There was no other business to discuss.

**XI. ADJOURNMENT**

Commissioner Cooke moved to adjourn the Regular Meeting at 6:53 p.m. The vote of approval was unanimous.

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Phil Norris, Chairman

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Deborah (Debby) Gore, NCCCC  
Clerk to the Board



Brunswick County Board of Commissioners  
ACTION AGENDA ITEM  
2012

053

TO: Marty K. Lawing, County Manager  
FROM: Kenneth D Perry, Tax Administrator  
Ext. # 2797

ACTION ITEM #: V-B-1  
MEETING DATE: 3/18/13  
DATE SUBMITTED: 3/08/13

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**ISSUE/ACTION REQUESTED:**

Tax Releases for March 2013

PUBLIC HEARING: ☐ YES ☒ NO

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**BACKGROUND/PURPOSE OF REQUEST:**

Approval of tax releases for March 2013

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**FISCAL IMPACT:**

BUDGET AMENDMENT REQUIRED:

☐ YES ☒ NO

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:

☐ YES ☒ NO

PRE-AUDIT CERTIFICATION REQUIRED:

☐ YES ☒ NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

☐ YES ☒ NO

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**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve Tax Releases for March 2013 as presented.

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**ATTACHMENTS:**

1. Tax Releases for March 2013
  2. Motor Vehicle Releases for March 2013
  3. Fire Fee Releases for March 2013 ( for information only)
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**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:****ATTEST:****CLERK TO THE BOARD**\_\_\_\_\_  
**SIGNATURE****OTHER:**

## Tax Releases for March 2013

### PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038149	3/4/2013	CHASE DANNY DION	144542 (2010)	90141288	BOILING SPRING LAKES	NULL	TOWN CREEK	\$6.41-C \$2.52-BSL	\$2,100.00	Adjusted Per Purchase Price
038150	3/4/2013	SMITH BERNICE	116350 (2012)	54622291		231CG002	LOCKWOOD FOLLY	\$22.20-C	\$5,016.00	Adjusted Per Purchase Price

## Tax Releases for March 2013

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038151	3/4/2013	KAIN RICHARD A ETUX DIANE	067038 (2012)	63286490	SHALLOTTE	214IC014	SHALLOTTE	\$340.73-C \$269.50-SHA	\$77,000.00	PTC Settlement
038152	3/4/2013	KAIN RICHARD A ETUX DIANE	066922 (2011)	6328649-0	SHALLOTTE	214IC014	SHALLOTTE	\$340.73-C \$269.50-SHA	\$77,000.00	PTC Settlement
038153	3/4/2013	JACKSON LANCE E ETUX LOU ANN	063530 (2012)	63163548	SUNSET BEACH	256OG002	SHALLOTTE	\$730.13-C \$173.25-SB	\$165,000.00	PTC Settlement
038154	3/4/2013	JACKSON LANCE E ETUX LOU ANN	063529 (2012)	63163548	SUNSET BEACH	256OG001	SHALLOTTE	\$730.13-C \$173.25-SB	\$165,000.00	PTC Settlement
038155	3/4/2013	BLACK LEON & GARY W BLACK	010320 (2012)	20682170	BOILING SPR LAKES	142JG00301	TOWN CREEK	\$287.63-C \$110.50-BSL	\$65,000.00	PTC Settlement
038156	3/4/2013	BLACK LEON & GARY W BLACK	010321 (2012)	20682170	BOILING SPR LAKES	142OB023	TOWN CREEK	\$70.80-C \$27.20-BSL	\$16,000.00	PTC Settlement
038157	3/4/2013	BLACK LEON & GARY W BLACK	010322 (2012)	20682170	BOILING SPR LAKES	142OB029	TOWN CREEK	\$70.80-C \$27.20-BSL	\$16,000.00	PTC Settlement
038171	3/4/2013	VARNAM MITCHELL C	131088 (2012)	54939030		1530003022	LOCKWOOD FOLLY	\$262.14-C	\$59,240.00	Improvement Removed from Property
038173	3/4/2013	TURLINGTON EDWIN K ETUX WANDA	129970 (2012)	39629350	OAK ISLAND	234IE024	SMITHVILLE	\$159.30-C \$14.40-SM	\$36,000.00	PTC Settlement
038174	3/4/2013	MANNING JAMES C ETUX MARTHA J	079084 (2012)	37792650	BHI MSD ZONE A	2643E032	SMITHVILLE	\$630.56-C \$57.00-SM \$957.32-BHI	\$142,500.00	PTC Settlement
038175	3/4/2013	ROGERS KEITH W ETUX JANE V	107416 (2012)	38784010	VILLAGE OF BHI	2654K001	SMITHVILLE	\$79.65-C \$7.20-SM \$106.38-BHI	\$18,000.00	PTC Settlement





# Tax Releases for March 2013

## BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038176	3/4/2013	RIVER ROAD ANIMAL HOSPITAL	301809 (2012)	30937800		2210001702	SMITHVILLE	\$345.86-C \$31.26-SM	\$78,161.00	Clerical Error/DE Error
038177	3/4/2013	RIVER ROAD ANIMAL HOSPITAL	301810 (2012)	30937800		2210001702	SMITHVILLE	\$382.66-C \$34.59-SM	\$86,476.00	Clerical Error/DE Error
038178	3/4/2013	RIVER ROAD ANIMAL HOSPITAL	301811 (2012)	30937800		2210001702	SMITHVILLE	\$301.10-C \$22.21-SM	\$98,721.00	Clerical Error/DE Error

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## Release Category Codes

### Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
SC	SANDY CREEK

### Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
SAD25	SAD 25
SCLL	SANDY CREEK LATE LIST

004

## Release Category Codes

Release Code	Release Type
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SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

Release Code	Release Type
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SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Motor Vehicle Tax Release for March 2013

Page 1 of 2

Release Number	Date	Name	Bill Number (Year)	Batch Number	City Code	Township	Amount Released	Value Released	Reason For Release
V01808	02/08/13	Babson Jacqueline Courtney	12-762620	10-2012			800.93	181,000	Clerical error-incorrect value entered
V01809	02/11/13	Sheffield Wendy Louise	12-764762	10-2012	12		34.33-OIB	26,410	Not within city limits
V01810	02/11/13	Foss Matthew Craig	12-764662	10-2012			44.12	9,970	Military exempt-home of record Texas
V01811	02/11/13	Foss Matthew Craig	12-765994	10-2012			82.22	18,580	Military exempt-home of record Texas
V01812	02/11/13	Austin Hatcher Realty Inc.	12-764767	10-2012	11		18.90-SB	18,000	Not within city limits
V01813	02/11/13	Bamford Hollace Jane	12-753001	09-2012	31		111.16-C 38.06-LEL 149.22-T	25,120	Situs in Henderson County
V01814	02/11/13	Forrest Nancy Edge	12-762020	10-2012	22		35.84-SHA	10,240	Not within city limits
V01815	02/11/13	Bradley Robert George	12-766604	10-2012	31		100.23-C 34.31-LEL 134.54-T	22,650	
V01816	02/11/13	Hunt Patricia Lynn	12-765335	10-2012			10.07	2,275	High mileage/condition
V01817	02/13/13	Bald Head Island Village Of	12-759431	10-2012	21	Smithville	6.64-C 3.68-SP .60-SM 10.92-T	1,500	Governmental exempt
V01818	02/13/13	Holmes Thomas Michael	12-764322	10-2012	24	Navassa	28.92-NAV	14,460	Not within city limits
V01819	02/13/13	Wilkes Jeffrey Blake	12-765858	10-2012	31		115.32-C 39.48-LEL 154.80-T	26,060	Military exempt-home of record Texas
V01820	02/13/13	Keene Thomas Jack	12-762801	10-2012	31		51.77-C 17.73-LEL 69.50-T	11,700	Tag turned in same month of registration
V01821	2/13/13	Manges Daniel Paul	12-800393	11-2012	11		27.35-C 6.49-SB 33.84-T	6,180	Clerical error-discovered in error
V01822	02/14/13	True Gospel Church of Christ	12-761868	10-2012			19.74	4,460	Religious exempt
V01823	02/14/13	True Gospel Church of Christ	12-762544	10-2012			90.25	20,396	Religious exempt

C-County, LL-Late List Penalty, SM-Smithville Hospital, LSM-Late List Smithville, BHI-Bald Head Island, BEL-Belville, BSL-Boiling Spring Lakes, BOL-Bolivia, CAL-Calabash, CS - Carolina Shores, CAS-Caswell Beach, FF-Fire Fee, HB-Holden Beach, INT-Interest, LEL-Leland, LB-Long Beach, NAV-Navassa, NW-Northwest, OI-Oak Island, OIB-Ocean Isle Beach, SAD-Special Assessment District, SJ-St. James, SC-Sandy Creek, SHA-Shallotte, SE Brunswick San. Dist.-SBSD, SP-Southport, SB-Sunset Beach, VAR-Varnamtown, YB-Yaupon Beach, T-Total Tax

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Motor Vehicle Tax Release for March 2013

Page 1 of 2

Release Number	Date	Name	Bill Number (Year)	Batch Number	City Code	Township	Amount Released	Value Released	Reason For Release
V01824	02/18/13	Thompson Mark Allen	12-762428	10-2012	22		9.63-C 7.61-SHA 17.24-T	2,175	Clerical error-no special equipment
V01825	02/20/13	Phelps Darlene Holt	12-706678	04-2012	22		32.94-SHA	9,410	Not within city limits
V01826	02/22/13	Danny's Appliance Services Inc.	12-768184	10-2012			24.97	5,643	Adjusted per purchase price
V01827	03/05/13	Palmatier LLC	12-748068	08-2012	28		107.56-NW	51,220	Not within city limits
V01828	03/05/13	Phelps Darlene Holt	12-952979	04-2011	22		25.89-SHA	9,590	Not within city limits
V01829	03/05/13	Phelps Darlene Holt	10-844749	04-2010	22		28.30-SHA	10,480	Not within city limits
V01830	03/05/13	Canady Joseph Lindsey	12-760687	10-2012	26		9.38-C 6.36-SC 15.74-T	2,120	Tag turned in same month of registration
V01831	03/05/13	Honeycutt Joe Martin	12-754759	09-2012	31		6.01-LEL	3,970	Not within city limits
V01832	03/05/13	Maultsby Joseph Jackson	12-732105	10-2012	31		11.77-LEL	7,770	Not within city limits
V01833	03/05/13	Cox Richard Eugene	12-763365	10-2012	31		17.54-LEL	11,580	Not within city limits
V01834	03/05/13	Whitman Beverly Capanda	12-766167	10-2012	31		30.83-LEL	20,350	Not within city limits
V01835	03/05/13	Whitman Beverly Capanda	12-765005	10-2012	31		12.68-LEL	8,370	Not within city limits
V01836	03/05/13	New Beginnings of Brunswick Inc.	12-766364	10-2012			6.86	1,550	Religious exempt
V01837	03/05/13	Morgan Andrew R	12-763655	10-2012			57.13	12,910	Military exempt-home of record Pennsylvania

C-County, LL-Late List Penalty, SM-Smithville Hospital, LSM-Late List Smithville, BHI-Bald Head Island, BEL-Belville, BSL-Boiling Spring Lakes, BOL-Bolivia, CAL-Calabash, CS - Carolina Shores, CAS-Caswell Beach, FF-Fire Fee, HB-Holden Beach, INT-Interest, LEL-Leland, LB-Long Beach, NAV-Navassa, NW-Northwest, OI-Oak Island, OIB-Ocean Isle Beach, SAD-Special Assessment District, SJ-St. James, SC-Sandy Creek, SHA-Shallotte, SE Brunswick San. Dist.-SBSD, SP-Southport, SB-Sunset Beach, VAR-Varnamtown, YB-Yaupon Beach, T-Total Tax



Brunswick County Board of Commissioners  
ACTION AGENDA ITEM  
2012

063

TO: Marty K. Lawing, County Manager  
FROM: Kenneth D Perry, Tax Administrator  
Ext. # 2797

ACTION ITEM #: V-B-2  
MEETING DATE: 03/18/13  
DATE SUBMITTED: 03/04/13

---

**ISSUE/ACTION REQUESTED:**

PUBLIC HEARING: ☐ YES ☐ NO

Approval of November 2012 Motor Vehicle Valuation & Levy

---

**BACKGROUND/PURPOSE OF REQUEST:**

To accept value and charge the tax collector with the levy as specified for each tax jurisdiction.

---

**FISCAL IMPACT:**

BUDGET AMENDMENT REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PRE-AUDIT CERTIFICATION REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

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**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY: ☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve the November 2012 Motor Vehicle Valuation and Levy as presented.

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**ATTACHMENTS:**

1. November 2012 Motor Vehicle Valuation & Levy
  2. November 2012 Motor Vehicle Discovery Valuation & Levy
  3. \_\_\_\_\_
- 
-

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

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**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**



070

**County of Brunswick**  
**OFFICE OF THE TAX ADMINISTRATOR**  
PO Box 269, BOLIVIA, NC 28422  
[www.brunsko.net](http://www.brunsko.net)

**Kenneth D Perry**  
Tax Administrator  
Email: [kperry@brunsko.net](mailto:kperry@brunsko.net)

Telephone 910.253.2797  
Fax: 910.253.2835

**MEMORANDUM**

**TO:** Brunswick County Board of Commissioners

**FROM:** Kenneth D Perry, Tax Administrator

**DATE:** March 4, 2013

**SUBJECT:** November 2012 Motor Vehicle Valuation & Levy

Attached please find the November 2012 Department of Motor Vehicle renewal report and the subsequent valuation and levy effective March 1, 2013 for motor vehicles in Brunswick County and related municipalities and Doshier Hospital District.

Also attached is the write-off scroll for November 2012.

Please accept these valuations and charge the county tax collector with the levy as specified for each taxing jurisdiction per said attachment.

Thank you and if you have any questions, please contact me at your convenience.

cc: Ann Hardy, Director of Fiscal Operations



Nov-12

## DMV BILLING

3/1/2013

#	Unit Names	Tax Amt	Appr Value	Spec Eq val	# Bills	Rate
25	BELVILLE	840.94	1,231,232		157	0.0683
20	BOILING SPRING LAKES	5,225.47	3,073,711		380	0.1700
23	BOLIVIA	35.96	71,840		18	0.0500
19	CALABASH	741.39	847,190		120	0.0875
18	CAROLINA SHORES	2,364.60	2,327,310		208	0.1016
16	CASWELL BEACH	996.91	586,410		47	0.1700
13	HOLDEN BEACH	1,059.88	834,510		78	0.1270
31	LELAND	15,733.09	10,384,925		980	0.1515
14	OAK ISLAND	11,837.35	4,304,187		546	0.2750
24	NAVASSA	810.71	405,355		67	0.2000
28	NORTHWEST	927.31	441,562		64	0.2100
12	OCEAN ISLE BEACH	1,045.94	804,564		75	0.1300
26	SANDY CREEK	381.03	127,010		21	0.3000
22	SHALLOTTE	5,357.31	1,530,546		170	0.3500
21	SOUTHPORT	4,924.71	2,005,173		220	0.2456
11	SUNSET BEACH	4,070.66	3,876,760		308	0.1050
27	VARNA TOWN	195.76	391,310		41	0.0500
17	VILLAGE OF BHI	-	-		-	0.5910
29	ST JAMES	2,432.56	4,863,660		327	0.0500
	BRUNSWICK COUNTY	314,124.42	70,988,378		7,961	0.4425
30	DOSHER HOSPITAL	3,787.45	9,468,436		1,106	0.0400
	Total all Cities	58,981.58	38,107,255	-	3,827	
	Total all Units	376,893.45	118,564,069	-	12,894	

Nov-12

## DMV BILLING - LESS THANS TOTAL

3/1/2013

#	Unit Names	Tax Amt	Appr Value	Spec Eq val	# Bills	Rate
25	BELVILLE	4.49	6,540		18	0.0683
20	BOILING SPRING LAKES	18.74	11,020		33	0.1700
23	BOLIVIA	0.30	600		5	0.0500
19	CALABASH	3.59	4,100		7	0.0875
18	CAROLINA SHORES	3.56	3,510		7	0.1016
16	CASWELL BEACH	1.19	700		2	0.1700
13	HOLDEN BEACH	2.86	2,240		8	0.1270
31	LELAND	29.79	19,710		58	0.1515
14	OAK ISLAND	35.59	12,892		50	0.2750
24	NAVASSA	3.58	1,790		6	0.2000
28	NORTHWEST	4.34	2,070		5	0.2100
12	OCEAN ISLE BEACH	4.03	3,100		9	0.1300
26	SANDY CREEK	1.44	480		3	0.3000
22	SHALLOTTE	-	-		0	0.3500
21	SOUTHPORT	6.72	2,730		11	0.2456
11	SUNSET BEACH	4.57	4,320		14	0.1050
27	VARNA TOWN	1.61	3,210		7	0.0500
17	VILLAGE OF BHI	-	-		0	0.5910
29	ST JAMES	3.25	6,450		12	0.0500
	BRUNSWICK COUNTY	2,061.76	465,933		932	0.4425
30	DOSHER HOSPITAL	14.84	37,059		104	0.0400
	Total all Cities	129.65	85,462	-	255	
	Total all Units	2,206.25	588,454	-	1,291	

## February Levy

## DMV Monthly Discovery

3/4/2013

#	Unit Names	Tax Amt	Appr Value	Spec Eq Val	# Bills	Rate
25	BELVILLE	-	-	-	-	0.0683
20	BOILING SPRING LAKES	49.00	29,478	-	7	0.1700
23	BOLIVIA	-	-	-	-	0.0500
19	CALABASH	-	-	-	-	0.0875
18	CAROLINA SHORES	-	-	-	-	0.1016
16	CASWELL BEACH	-	-	-	-	0.1700
13	HOLDEN BEACH	-	-	-	-	0.1270
31	LELAND	11.26	7,430	-	1	0.1515
14	OAK ISLAND	20.90	7,600	-	1	0.2750
24	NAVASSA	33.72	16,858	-	2	0.2000
28	NORTHWEST	-	-	-	-	0.2100
12	OCEAN ISLE BEACH	-	-	-	-	0.1300
26	SANDY CREEK	-	-	-	-	0.3000
22	SHALLOTTE	103.42	29,546	-	6	0.3500
21	SOUTHPORT	68.26	27,790	-	2	0.2456
11	SUNSET BEACH	26.10	24,860	-	4	0.1050
27	VARNA MTOWN	-	-	-	-	0.0500
17	VILLAGE OF BHI	-	-	-	-	0.5910
29	ST JAMES	-	-	-	-	0.0500
	BRUNSWICK COUNTY	1,541.48	364,872	-	80	0.4425
30	DOSHER HOSPITAL	20.13	50,333	-	6	0.0400
	Total all Cities	312.66	143,562	-	23	
	Total all Units	1,874.27	558,767	-	109	

## February Levy

## DMV Discovery - LESS THANS TOTAL

3/4/2013

#	Unit Names	Tax Amt	Appr Value	Spec Eq Val	# Bills	Rate
25	BELVILLE	-	-	-	-	0.0683
20	BOILING SPRING LAKES	-	-	-	-	0.1700
23	BOLIVIA	-	-	-	-	0.0500
19	CALABASH	-	-	-	-	0.0875
18	CAROLINA SHORES	-	-	-	-	0.1016
16	CASWELL BEACH	-	-	-	-	0.1700
13	HOLDEN BEACH	-	-	-	-	0.1270
31	LELAND	-	-	-	-	0.1515
14	OAK ISLAND	-	-	-	-	0.2750
24	NAVASSA	-	-	-	-	0.2000
28	NORTHWEST	-	-	-	-	0.2100
12	OCEAN ISLE BEACH	-	-	-	-	0.1300
26	SANDY CREEK	-	-	-	-	0.3000
22	SHALLOTTE	-	-	-	-	0.3500
21	SOUTHPORT	-	-	-	-	0.2456
11	SUNSET BEACH	-	-	-	-	0.1050
27	VARNA MTOWN	-	-	-	-	0.0500
17	VILLAGE OF BHI	-	-	-	-	0.5910
29	ST JAMES	-	-	-	-	0.0500
	BRUNSWICK COUNTY	16.86	4,871	-	6	0.4425
30	DOSHER HOSPITAL	-	-	-	-	0.0400
	Total all Cities	-	-	-	-	
	Total all Units	16.86	4,871	-	6	



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

073

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-B-3

**FROM:** Ken Perry  
Ext. # 2797

**MEETING DATE:** March 18, 2013

**DATE SUBMITTED:** March 4, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Receive the monthly report of tax collections for FY 2012 – 2013 (Consent Agenda)

---

**BACKGROUND/PURPOSE OF REQUEST:**

Report satisfies GS 105-350 (7) – Tax Collector must regularly provide results to the governing body

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve the February 2013 Monthly Collection Report as presented.

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**ATTACHMENTS:**

1. Cover letter delivered electronically
  2. Collection Summary Report delivered electronically
  3. \_\_\_\_\_
-

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

---

**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**

RUN DATE: 3/4/2013 10:21 AM

**COLLECTIONS MONTHLY TOTALS REPORT  
BRUNSWICK COUNTY**  
Property Tax Report 07/01/2012 to 02/28/2013 Created: Mar 4 2013 8:17AM

C ADULTAX - BRUNSWICK COUNTY PROPERTY TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-PRINCIPLE	=BALANCE	% COLLECTED	
2003	\$63,647,226.21	\$30,183.28	\$0.00	\$63,677,409.49	\$0.00	\$1,583.85	\$26,407.54	99.96	
2004	\$69,288,654.36	\$36,889.69	\$0.00	\$69,325,544.05	\$0.00	\$3,237.26	\$35,978.89	99.95	
2005	\$73,781,274.72	\$56,979.11	\$0.00	\$73,838,253.83	\$0.00	\$3,789.76	\$54,391.65	99.93	
2006	\$78,977,975.22	\$49,667.91	\$0.00	\$79,027,643.13	\$0.00	\$5,518.53	\$77,413.15	99.90	
2007	\$93,063,629.47	\$25,806.19	\$0.00	\$93,089,435.66	\$0.00	\$23,963.09	\$146,327.00	99.84	
2008	\$98,130,509.56	\$69,948.52	\$0.00	\$98,200,458.08	\$628.64	\$432,515.23	\$486,814.26	99.50	
2009	\$99,171,817.43	\$57,196.79	\$0.00	\$99,229,014.22	\$628.64	\$697,716.99	\$1,217,385.34	98.77	
2010	\$99,842,350.92	\$27,623.69	\$0.00	\$99,869,974.61	\$234,015.87	\$807,127.24	\$2,305,921.98	97.69	
2011	\$104,182,233.42	\$35,218.43	\$0.00	\$104,217,451.85	\$41,992.42	\$1,640,082.86	\$3,443,636.92	96.70	
2012	\$104,400,574.18	\$45,239.48	\$297,677.85	\$104,743,491.51	\$107,274.67	\$96,709,260.46	\$7,920,051.51	92.44	
<b>TOTAL</b>	<b>\$884,486,245.49</b>	<b>\$434,753.09</b>	<b>\$297,677.85</b>	<b>\$885,218,676.43</b>	<b>\$384,540.24</b>	<b>\$100,324,795.27</b>	<b>\$15,714,328.24</b>	<b>98.23</b>	
<b>TOTAL INTEREST COLLECTED</b>				<b>\$800,247.39</b>					

C ADULTAX - BRUNSWICK COUNTY MOTOR VEHICLE TAX REPORT									
TAX YEAR	ORIGINAL LEVY	+LATE LIST	+DISCOVERIES	=CURRENT LEVY	-RELEASES	-PRINCIPLE	=BALANCE	% COLLECTED	
2003	\$3,621,755.19		\$0.00	\$3,621,755.19	\$33.06	\$365.92	\$89,753.59	97.52	
2004	\$3,905,545.17		\$0.00	\$3,905,545.17	\$0.00	\$424.04	\$82,876.48	97.88	
2005	\$4,453,439.99		\$0.00	\$4,453,439.99	\$0.00	\$883.27	\$101,006.01	97.73	
2006	\$4,862,329.02		\$0.00	\$4,862,329.02	\$47.70	\$1,120.32	\$127,262.30	97.38	
2007	\$3,695,133.08		\$0.00	\$3,695,133.08	\$0.00	\$1,025.83	\$96,484.13	97.39	
2008	\$2,846,429.31		\$0.00	\$2,846,429.31	\$0.00	\$1,244.29	\$68,796.16	97.58	
2009	\$2,662,046.50		\$0.00	\$2,662,046.50	\$0.00	\$2,160.93	\$61,505.08	97.69	
2010	\$2,677,449.13		\$0.00	\$2,677,449.13	\$0.00	\$9,501.30	\$65,013.05	97.57	
2011	\$3,686,811.76		\$0.00	\$3,686,811.76	\$5,214.16	\$327,731.90	\$149,780.78	95.94	
2012	\$3,004,116.29		\$6,847.74	\$3,010,964.03	\$26,131.69	\$2,438,054.48	\$525,223.42	82.56	
<b>TOTAL</b>	<b>\$35,415,055.44</b>		<b>\$6,847.74</b>	<b>\$35,421,903.18</b>	<b>\$31,426.61</b>	<b>\$2,782,512.28</b>	<b>\$1,367,701.00</b>	<b>96.15</b>	
<b>TOTAL INTEREST COLLECTED</b>				<b>\$59,524.90</b>					
<b>GRAND TOTAL</b>	<b>\$919,901,300.93</b>	<b>\$434,753.09</b>	<b>\$304,525.59</b>	<b>\$920,640,579.61</b>	<b>\$415,966.85</b>	<b>\$103,107,307.55</b>	<b>\$17,082,029.24</b>	<b>98.15</b>	
<b>GRAND TOTAL INTEREST COLLECTED</b>				<b>\$859,772.29</b>					



078

**County of Brunswick**  
**OFFICE OF THE TAX ADMINISTRATOR**  
PO Box 269, BOLIVIA, NC 28422  
[www.brunsko.net](http://www.brunsko.net)

**Kenneth D Perry**  
Tax Administrator  
Email: [kperry@brunsko.net](mailto:kperry@brunsko.net)

Telephone 910.253.2797  
Fax: 910.253.2835

**MEMORANDUM**

**To:** Brunswick County Board of Commissioners  
**From:** Kenneth D. Perry, Collector of Revenue  
**Date:** March 4, 2013  
**Subject:** PRECEDING MONTH'S COLLECTION REPORT OF TAXES

This letter serves as the monthly report of County tax collections per G.S. 105-350 (7). The report is for Fiscal Year 2012-2013 (collections from July 1, 2012 through February 28, 2013).

The property tax collections for the first eight months of the fiscal year are slightly ahead of the same period last year. We are on track to exceed the budgeted tax collections for the period ending June 30, 2013.

	<u>Feb. '12</u>	<u>Feb. '13</u>	<u>Feb. '12</u>	<u>Feb. '13</u>	<u>Diff</u>
Property Tax Collected	92.12 %	92.44 %	\$ 95.9 M	\$ 96.7 M	\$ 0.8 M
Motor Vehicle Tax Collected	82.00 %	82.56 %	\$ 1.9 M	\$ 2.4 M	\$ 0.5 M
			\$ 97.8 M	\$ 99.1 M	\$ 1.3 M

In addition to the above, we have collected \$4.0 M of delinquent taxes and \$0.9 M in interest (years 2 – 10) from July 1<sup>st</sup> through February 28th.

Respectfully submitted,

*Kenneth D. Perry*

cc: Debby Gore



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

077

**TO:** Marty K. Lawing, County Manager  
**FROM:** Ann B. Hardy  
Ext. # 2060

**ACTION ITEM #:** V-C  
**MEETING DATE:** March 18, 2013  
**DATE SUBMITTED:** March 8, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Fiscal Items for Approval

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**BACKGROUND/PURPOSE OF REQUEST:**

Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature are presented on the consent agenda for approval.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

**Grant Fund-Rural Center Inpatient Hospice Care Center Grant**

Revenues:

RC-Inpatient Hospice Care Center State Revenue Restricted	238176-332079	\$(8,000)
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Expenditures:

RC-Inpatient Hospice Care Center Grant Expenditures	238176-449995	\$(8,000)
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The budget amendment above is to reduce the Rural Center Inpatient Hospice Care Center Grant in the amount of \$8,000. The grant was written for the creation of 10 full time jobs, however only 9 full time positions were created at the Inpatient Hospice Care Center and the Rural Center reimburses on a per job basis.

**DSS Fund**

Revenues:

Child Support Enforcement Incentives	145310-331028	\$(88,922)
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Expenditures:

Salary & Wages – Regular	145310-412100	\$(88,922)
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The budget amendment above is to reduce the federal child support enforcement incentives by

\$88,922 to correspond with funding authorization received from DHHS reducing revenue to \$69,159 from the original budget projection of \$158,000.

### **Schools Capital Projects Fund**

#### **Revenues:**

NC Education Lottery Funds	428006-332850	\$1,360,000
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#### **Expenditures:**

NC Education Lottery Funds	428006-464103	\$1,360,000
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The budget amendment above is to appropriate NC Education Lottery Funds approved by the State Board of Education for the Leland Middle School Metal Roof Retrofit. This project was previously approved by the Board of Commissioners and the Board of Education.

### **County of Brunswick, North Carolina Brunswick County Schools Capital Project Fund**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Schools Capital Project Fund:

### **Schools Capital Project Fund:**

#### **Revenues:**

NC Education Lottery	\$6,071,142
Investment Earnings	\$9,907
Transfer from General Fund	\$7,259,157
Transfer from Special School Capital Reserve	\$3,628,226
Transfer from School Capital Reserve	\$13,832,255
Fund Balance Appropriated	<u>\$6,542,506</u>
<b>Total Schools Capital Project Fund Revenues</b>	<b>\$37,343,193</b>

#### **Expenditures:**

Excess Ad Valorem Funded Schools Projects	\$8,343,933
Local Option Sales Tax Funded School Projects	\$17,698,167
GF Hold Harmless Medicaid Swap Funded Projects	\$372,871
NC Education Lottery School Projects	\$6,071,142
Current Year Estimated Excess Ad Valorem Agreement Contingency	\$678,453
Ad Valorem Contingency	\$3,493,314
Sales Tax Contingency	\$371,300
Transfer to General Fund	<u>\$314,013</u>



**Total Schools Capital Project Fund Expenditures****\$37,343,193**

Section 2. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contributions to the Capital Project Fund

**\$7,259,157**

Section 3. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated

**\$7,259,157**

Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 18, 2013 meeting of the Brunswick County Board of Commissioners.

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**CONTRACTS/AGREEMENTS:****REVIEWED BY COUNTY ATTORNEY:**☐ YES☐ NO☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve the FY 2012-13 Budget Amendments, Capital Project Ordinance Amendment.

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**ATTACHMENTS:**

1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 
-

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

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**ATTEST:****CLERK TO THE BOARD**

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**SIGNATURE****OTHER:**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

081

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-D

**FROM:** Marjorie Rayl  
Ext. # 2325

**MEETING DATE:** 03/18/2013

**DATE SUBMITTED:** 02/26/2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

For review.

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**BACKGROUND/PURPOSE OF REQUEST:**

CFPT is required to submit report to commissioners. Attached is the State report combining 2011 & 2012 as requested by State as well as a summary of System Problems w/recommendations.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☒ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Receive Child Fatality Protection Team Annual Activity Report for the Calendar Years of 2011 and 2012 as information.

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**ATTACHMENTS:**

1. CFPT Annual Activity Summary 2011 & 2012
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 
-

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

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**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**

CFPT Annual Activity Summary  
2011 & 2012

083

To help the Children and Youth Branch/NC Division of Public Health better meet the needs of the Local Child Fatality Prevention Teams (CFPTs), all Teams are required by the annual Agreement Addenda to complete an annual activity summary of team activities and training needs. This on-line summary covers two calendar years, 2011 and 2012. Please complete this on-line report by March 31, 2013. This information will help us share all of your team's wonderful accomplishments and help us better meet your training needs. Please forward all questions or requests for information regarding this activity summary to Brenda Edwards, State Coordinator at 919-707-5623 or [Brenda.Edwards@dhhs.nc.gov](mailto:Brenda.Edwards@dhhs.nc.gov).

**What county does your team represent? \*This question is required.**

*Brunswick*

**Please enter the current Team Chairperson's name: \*This question is required.**

*Cyndi Simmons, DON*

**Please enter the current Review Coordinator's name: \*This question is required.**

*Marjorie Rayl*

**Please indicate your team's accomplishments and activities occurring during the past two calendar years 2011 and 2012. Please limit to 5 activities or less. (Character limit is 750). \*This question is required.**

- *Initiated the Cribs for Kids Program*
- *Invited the Brunswick County Sherriff's Office to bring the Drunk and Distracted Driving Simulator to the Health Department's annual Health Fair*
- *Parent's of teen who died in car accident created a posterboard of pictures of him, his friends and family, and the wrecked vehicle. This was displayed at the annual Health Fair to promote wearing of seatbelts.*

**If there were any conferences, workshops or webinars attended by CFPT members please list them below. (Character limit is 750). \*This question is required.**

- *Child Death Scene Investigations in NC*
- *American Academy of Pediatrics Task Force – SIDS & Other Sleep-related Infant Deaths*
- *Hot Topics in Infant Safe Sleep*
- *Rock a Bye Baby – Infant Suffocation Deaths in Sleep Environments*
- *Broken Promises of Children of Addicted Parents*
- *Brunswick County Drunk Driving*
- *Unintentional Death Committee*
- *Fork in the Road – Path to Reducing Underage Drinking*
- *Pool Safety & Drowning Prevention*
- *CFPT Webinar*
- *Preventing Misuse & Abuse of Prescription Stimulants Among Students*

**Please identify any child death trends in your county for calendar years 2011-2012. Indicate your answers in the box below. (Character limit is 300) \*This question is required.**

*The calendar year 2012 (deaths during 2011) showed an overall increase in deaths. In the last two years we have seen an increase in co-sleeping/SIDS deaths.*

**Please provide any suggestions to improving the CFPT Full-Team Report Form. Is there information you would like to see included or excluded, etc.? (Character limit is 500). \*This question is required.**

*No suggestions at this time.*

**Indicate your most current training needs by clicking on all the applicable check-boxes. If your answer is not on the list, please provide responses under "other." \*This question is required.**

- ☐ Safe sleep
- ☐ Water safety
- ☐ Distracted driving
- ☐ Road safety
- ☐ Suicide prevention
- ☐ Firearm safety
- ☐ Prescription drug abuse
- ☐ Cultural competence
- ☐ Perinatal/prenatal education
- ☐ CFPT team building
- ☐ Writing clear system problems/recommendations
- ☒ Other Please enter an 'other' value for this selection. (No needs)

**Please provide any suggestions for improving the CFPT review process. (Character limit is 350). \*This question is required.**

*No suggestions at this time.*

There have been changes to the quarterly child death mailings to the local CFPT. Below is the current process:

- a. Emails are sent to local CFPTs alerting them to the date of the mailing.
- b. Quarterly child death information is sent by the State CFPT office by registered mail.
- c. Mailings are sent to the Review Coordinator prior to the quarter to be reviewed
- d. The green card on the packet is signed by local person and returned to CFPT office.
- e. CFPTs inspect their packets to make all documentation is there, i.e. death transcripts, medical examiner reports.
- f. If information is missing the CFPT Coordinator is contacted.

Do you have any suggestions for improvements to the current mailing system? \*This question is required.

*No suggestions at this time.*

### Child Fatality Prevention Team System Problems with Recommendations Sent to State for the 2012 Calendar Year:

**Problem:** *There is a lack of training of cell phone use while hunting and insufficient hunter safety training of those under age 16.*

**Recommendation:** *Children under age 16 should be required to have annual hunter safety training. This training should be age specific for teens, including cell phone use while hunting.*

**Problem:** *Medical providers did not report positive drug testing/substance abuse of mother to DSS. DSS does not have the authority to investigate a pregnant woman unless she has other children.*

**Recommendation:** *Providers must report positive drug testing/substance abuse of pregnant women to DSS. Also, DSS should be given the authority to investigate these concerns and all women should be tested during delivery for illegal substances.*



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2012

006

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-E

**FROM:** David Stanley  
Ext. # 2274

**MEETING DATE:** 3/18/2013

**DATE SUBMITTED:** 3/8/2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Review and approve State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014.

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**BACKGROUND/PURPOSE OF REQUEST:**

Consolidated Agreement is for the purpose of maintaining and promoting the advancement of Public Health in North Carolina and is a requirement to receive State funding for our local Public Health Programs.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES

☐ NO

☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve the State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014.

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**ATTACHMENTS:**

1. Consolidated Agreement document.
  2. \_\_\_\_\_
  3. \_\_\_\_\_
-



087

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

**CONSOLIDATED AGREEMENT**

**BETWEEN**

**THE STATE OF NORTH CAROLINA**

**AS REPRESENTED BY**

**THE STATE HEALTH DIRECTOR  
(Hereinafter called the "State")**

**AND**

**Brunswick County Health Department**

**FOR THE PURPOSE OF**

**MAINTAINING AND PROMOTING THE ADVANCEMENT OF  
PUBLIC HEALTH IN NORTH CAROLINA**

**This Amended Agreement Shall Cover a Period From**

**July 1, 2013 to June 30, 2014**

**and shall remain in force until the next Fiscal Year Agreement  
is signed except as provided for in Section J. Termination.**

**NOW, THEREFORE, the State and the Department agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means state, federal, and/or special funding or funds throughout this agreement.)**

**A. RESPONSIBILITIES OF THE DEPARTMENT (LOCAL PUBLIC HEALTH UNIT)**

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable Federal and State laws and regulations.
2. The Department shall perform the activities specified in the Program Agreement Addenda for State funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of state representatives as part of the agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the state section, branch or program.
3. The Department shall report client, service, encounter, and other data as specified by applicable program rules, Program Agreement Addenda for State funded budgets, and by North Carolina Administrative Code.
4. The Department shall provide access to patient records to authorized staff from the Division of Public Health for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Program Agreement Addenda for State funded budgets, and by North Carolina Administrative Code.
5. The Department shall provide client, service, encounter, and other data through the states' centralized automated systems for claims creation and submission for processing to the state's Medicaid agency *except as allowed by NCGS 130A – 45.13 and SB245 passed in the 2011 session*. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service *except as allowed by SB245 passed in the 2011 session*, the Department shall allow DPH to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State, in order to meet public health objectives while respecting the confidentiality and integrity of each agency's data and protecting the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512. Uses and disclosures for which consent, authorization, or opportunity to agree or object is not required.
7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the NC General Assembly, or adopted by the Local Board of Health.
8. The Department shall provide to the State a copy of any rules adopted by the Local Board of Health pursuant to G.S. 130A-39 and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption. These rules/ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).
9. The Department shall have policies related to conflict of interest and policies and procedures for Human Subjects Clearance. Each staff member shall receive a copy of these documents.

10. The Department shall provide to the State a comprehensive community health assessment (CHA) at least every four years and a State of the County's Health Report each of the interim three years. NC Division of Public Health will administer this four-year cycle. The CHA should be a collaborative effort with local partners such as hospitals and community partnerships or the local Healthy Carolinians Partnership (if such exists), and shall include collection of primary data at the county level and secondary data from the state and other sources. The CHA shall include a list of community health problems based on the findings and a narrative of the assessment findings and priorities chosen (refer to accreditation activities regarding CHA or SOTCH). The CHA or SOTCH is due by the first Monday of December. The agency is required to submit community action plans to address the selected priority issues. These plans are due by the first Friday in June following the December submission of the CHA. For action plans, the agency shall include a minimum of two new evidence-based strategies (or expand current evidence-based strategies to new target populations) to address at least two Healthy North Carolina 2020 objectives from different focus areas. There are a total of 13 focus areas and 40 objectives within Healthy NC 2020. The evidence-based strategies (EBS) shall be highlighted in the Action Plan and *shall include a plan for staffing, training, implementation and monitoring/evaluation for each EBS*. Action Plans need to be turned in by local health departments for their CHA. *NOTE that an action plan is expected for every CHA priority selected.* The CHA will include data analysis of those indicators that are listed in the accreditation self-assessment.
11. The Department shall provide formal training for their Board of Health (BOH) members through DHHS sponsored offerings. The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who is to provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
12. The Department shall provide Network/Internet access at the Local Health Department (or to the county network where desired) at a minimum speed of a full T-1 line in order to:
- Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Health Information System (HIS)
  - Rapidly communicate e-mail alerts to and from the NC State Division of Public Health regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc)
  - Access NCDPH training material and information used in self-study courses and PHTIN programs
  - Build steps of a secure infrastructure for remote data entry in the local health departments
  - Report electronically all required Environmental Health Services Section inspection data in the format and frequency specified by the division. Paper copies of inspection data are no longer accepted,

The LHD will maintain the above-described minimum connection. The LHD may choose any provider (ISP) that they wish. The LHD will also ensure security of a minimum of a T-1 connection at the LHD location. The LHD may utilize security products (i.e. firewalls) of their choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the state network.

13. The Department shall incorporate basic elements of the North Carolina Public Health logo and themeline (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon state funding. Such communication materials could include: letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.

## B. FUNDING STIPULATIONS

1. Funding for this agreement is subject to the availability of State, Federal, and Special Funds for the purpose set forth in this agreement.
2. During the period of this agreement, the Department shall not use State, Federal or Special Project funds received under this agreement to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see item C.2. below.)
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Fees generated by the Food and Lodging Fees Collection Program may only be used to support State and Local food, lodging, and institution sanitation programs and activities.
5. The county shall submit monthly reports of On-Site Wastewater activities to the On-Site Wastewater Branch in the Environmental Health Section of the Division of Public Health in the format provided by the Section.
6. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200; and Administrative Procedures Manual for Federal Block Grant Funds, 1 NCAC 33, Sections .0100 - .1502.
7. The Department shall maintain signed employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and state grants (as required in OMB Circular A87) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
8. For Departments participating in Medicaid Reimbursement, the Department shall:
  - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. *For selected health departments* receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: 1) detailed information is provided to employees, contractors and agents about the Federal & State False Claims Act and 2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.
  - b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by Federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.

- c. Establish one *charge* per clinical/support service for all payors (including Medicaid) based on their costs. All Payors must be billed the same established charge, but the Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
9. Subject to the approval of the appropriate Section, a local health department may seek reimbursement for services covered by a program operating under 10A NCAC 45 rules, Purchase of Medical Care Services (POMCS), when those services are not supported by other state or federal funds. All payment program rules and procedures as specified in the Purchase of Medical Care Services Manual must be followed.
10. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, a local health department that receives federal funds (either directly or through the Division of Public Health) for any program or service must provide interpreter services at no charge to *Limited English Proficiency* clients in all programs and services offered by the health department.
11. A local health department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.
12. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, a Department may request reimbursement for:
  - a. Nursing service personnel participating in the "Introduction to Principles and Practices of Public Health and Public Health Nursing" course. Reimbursement is \$400.00 per participant upon successful completion of the course. Reimbursement requests must be filed by the agency within 1 year of completion.
  - b. Health Department Management/Supervision level staff participating in the "Management and Supervision for Public Health Professionals" course. Reimbursement is \$600.00 per participant upon successful completion of the course. Reimbursement requests must be filed by the agency within 1 year of completion.
13. Audits/Monitoring:
  - a. The Department shall have an annual audit performed in accordance with "The Single Audit Act of 1984 as implemented by OMB Circular A-133." The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within (six) 6 months following the close of the agreement. Audit findings referred to the DHHS Controller's Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of the Division of Public Health Program Staff.
  - b. All District Health Departments and Public Health Authorities must complete quarterly a Fiscal Monitoring Report and submit to the DHHS Controller's Office based on the schedule published by the DHHS Controller's Office.
14. Equipment is a type of fixed asset consisting of specific items of property that: (1) are tangible in nature; (2) have a life longer than one year; and (3) have a significant value.
  - a. For Inventory Purposes
    - 1) Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer Policies Manual, Chapter 20, and Fixed Assets Policy.

- 2). All equipment with an acquisition cost of \$500.00 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.

b. For Prior Approval Purposes

- 1) All equipment purchased or leased with an acquisition cost exceeding \$2500.00 (*except in WIC; see item ii below for WIC requirements*), where there is an option to purchase with State/Federal funds must receive prior written approval from the appropriate Branch/Section. *For PHP&R Grant funds only* this is any purchase exceeding \$2500 *per invoice* (e.g., if the agency is purchasing a computer, monitor, printer, etc. totaling more than \$2500 or purchasing 6 computers at \$500 each, this should be treated as one purchase for purposes of prior approval.)
- 2) *For WIC*, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non computer/medical) with an acquisition cost exceeding \$500.00 must receive prior approval.
- 3) The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.

- c. For Accounting Purposes: The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.

15. The Department agrees to execute the following Consolidated Federal Certifications attached to this agreement as applicable when receiving Federal funds:

- a. Certification regarding Lobbying.
- b. Certification regarding Debarment.
- c. Certification regarding Drug-Free Workplace Requirements.
- d. Certification regarding Environmental Tobacco Smoke

16. When administering the Women, Infants, and Children's Program (WIC), the Department must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the Department to support full use of the Federal administrative funds provided for the WIC program. The Federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.

17. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the Department is required to submit to the Division information that is reportable by the Division for all qualified subawardees of federal funds. The Department will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by the Division to determine the eligibility as a subawardee for reporting purposes. Information provided by the Department will be used by the Division to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.

The Department shall maintain an active record in the federal government's System for Award Management (SAM). The data which the Department had entered in the federal government's Central Contractor Registration (CCR) system has been migrated to SAM. To maintain an active SAM record, the record must be updated no less than annually. To update the record in SAM, the Department must log in at the SAM home page, [www.sam.gov](http://www.sam.gov), and follow the instructions found there.

### **C. FISCAL CONTROL**

- 1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.**
  - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.**
  - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.**
  - c. The Department, when subcontracting, must meet the following conditions:**
    - 1) The Department is not relieved of any of the duties and responsibilities provided in this agreement.**
    - 2). The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.**
    - 3). The subcontractor will agree to allow state and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.**
    - 4). Upon request, the Department will make available to the State a copy of subcontracts supported with State/Federal funds.**
  - d. The Department must receive prior written approval from the state to subcontract when any of the following conditions exist:**
    - 1) The Department proposes to subcontract to a single entity fifty percent (50%) or more of the total state and federal funds made available through this agreement.**
    - 2) The Department proposes to subcontract fifty percent (50%) or more, or \$50,000, whichever is greater, of the total state and federal funds made available through this agreement for a single public health service or program.**
    - 3) The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.**



- e. The Department shall mail a signed copy of all final public health Funding Authorizations to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931. The Department shall retain a copy of all Funding Authorizations, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to Counties Website), Consolidated Agreement, Agreement Addenda, Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the NC Division of Archives and History, Department of Cultural Resources and located on their website at:  
<http://www.ah.dcr.state.nc.us/records/local/default.htm>.
  - f. The Department shall mail a signed original of the Food and Lodging Local Health Department Budget Form (DPH EH 2948 (A)) to the Division of Public Health, Environmental Health Section, Environmental Health Services Branch, 1632 Mail Service Center, Raleigh, NC 27699-1632.
2. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each activity covered by this agreement in a manner consistent with instructions provided in general budgetary guidance from the Division and the specific guidance from the respective programs and enter that budget information into the Electronic Aid to Counties Website for each activity funded under this agreement.
- a. The Department shall do budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Electronic Aid to Counties Website.
3. (Local Earned Revenues) The Department shall observe the following conditions when budgeting and reporting earned revenues:
- a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third party payors.
  - b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except,
    - 1) Revenue generated by WCH Section Programs, except WIC, may be budgeted and expended (consequently reported) in any WCH Section Program activity.
    - 2) Revenue generated by a local clinic or program that has no state funded activity budget (no state/federal funds) should be budgeted and associated expenditures reported in a state program activity that most closely matches the deliverables of the respective state program. This process will enable the collection of total expenditures in public health per program.
  - c. All fees collected shall be used in the current year or succeeding fiscal years.
  - d. Use of program income generated by the expenditure of Federal categorical funds will be governed by applicable Federal regulations, including, but not limited to, 45 CFR 4.
  - e. Local Budgets for DHHS Reporting:
    - 1) After preparing Local Budgets you must use the Allocation/County Line on the Electronic Aid to Counties Website to show the approved local funding.
      - i Line item 101 on the Electronic Aid to Counties Website must be used to budget local appropriations for each program activity, if applicable.

- ii Line item 102 on the Electronic Aid to Counties Website must be used to budget Title XIX Medicaid earned revenues for each program activity, if applicable.
- iii Line item 103 on the Electronic Aid to Counties Website must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program activity, if applicable.
- iv Line item 104 on the Electronic Aid to Counties Website must be used to budget Local funding associated with Teen Pregnancy activities, if applicable.
- v Line item 106 on the Electronic Aid to Counties Website must be used to budget Local funding for bioterrorism activities, if applicable.
- vi Line item 107 on the Electronic Aid to Counties Website must be used to budget Temporary Food Establishment (TFE) fees collected, if applicable.

Note: LHD shall report **Local** expenditures in the appropriate category (e.g., 101, 102, 103, 104, or 106) in the ZZZZ line item in the Aid to County Database and TFE fees collected in Category 107 in the ZZZZ line item in the Aid to County Database.

- f. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the department must use the electronic Aid-to-Counties Website to report the pertinent month's *actual expenditures*. (NOTE that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been cut) or if the Agreement Addenda allows for drawing down funds based on number of individuals screened or provided services, the actual number screened or served multiplied by the per capita rate specified in the Agreement Addenda. The Expenditure Reports must be submitted monthly in the electronic website format and certified in the website to the DHHS Controller's Office.
  - 1) Line item 101 on the Electronic Aid-to-Counties Website must be used to report local appropriations that were expended on a monthly basis.
  - 2) Line item 102 on the Electronic Aid-to-Counties Website must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis.
  - 3) Line item 103 on the Electronic Aid-to-Counties Website must be used to report other earned revenues that were expended on a monthly basis.
  - 4) Local funding for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported on the Electronic Aid-to-Counties Website on a monthly basis.
  - 5) Line item 107 must be used to report Temporary Food Establishment fees collected on a monthly basis.
- g. A local account shall be maintained for unexpended earned revenues [i.e., Title XIX fees, private insurance or private pay {cash}]. Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
- h. The amount of Title XIX fees budgeted and expended in FY 2013-2014 must equal or exceed the amount of Title XIX revenues earned during FY 2012-2013. The state will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.

4. (State/ Federal Revenues only) The Department shall submit a monthly report of actual expenditures (State and/or Federal) to the DHHS Controller's Office in the Electronic Aid-to-Counties Website as referenced in 3.f. above – all reported in one system, but separated here for clarity of instructions.

- a. The Department shall submit a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via the Aid-to-Counties Website to the DHHS Controller's Office *no later than* the dates published annually in November or December for the next calendar year. The schedule reflects a general period of 15-20 days from the end of the reporting month for submission of the Aid-to-Counties Website report, based on weekends and holidays, to allow processing time for the payment. Failure to meet the reporting deadline, as published, WILL result in the exclusion of those expenditures in the OSC E-Payment for that month. Early submission may result in earlier payment to the Department. The Department must submit these monthly Expenditure Reports, via the Aid-to-Counties Website, consecutively throughout the agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Website and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and Federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and Federal expenditures.

- b. Departments shall keep expenditure reporting current and submit their certification of expenditures per the published DHHS Controller's Office Schedule. Funding is based on an Allocation Method, not a Contract Method, and counties receive reimbursement for services provided during one month in the following month. Therefore, the last service month to be paid in the SFY will be May services which are reported and paid in June.

A department's June, 2013 expenditure report will be paid in July, 2013 and will be paid from a department's funding allocation for SFY 2013-14. Therefore a department will need to submit all requests for adjustments, corrections, or amendments to expenditure reports for fiscal year 12-13, with the May, 2013 expenditure report.

- c. Expenditures of federal funds must be reported according to the funding period for a grant. Care must be taken to be attentive to the service month/payment months for each grant as well as the ending settlement date for a grant. (For example, a grant which ends November 30 will have 6 service/payment months charged against it: 1) June 2012 service month/paid in July; 2) July service month/paid in August; 3) August service month/paid in September; 4) September service month/paid in October; 5) October service month/ paid in November; and 6) November service month/paid either in December, or before the ending date of that grant's settlement period. In this example the remaining 6 service/payment months will be December service month/paid in January through May service month/paid in June, 2013.) For each Grant, the budgetary estimate, funding authorization and agreement addendum will have service/payment month dates listed.

- d. The Department shall submit the final LHD Expenditure Report (Electronic, via the Aid-to-Counties Website) for all programs to the DHHS Controller's Office according to the schedule published annually in November or December for the next Calendar Year by the DHHS Controller's Office. **The May Services/Paid in June will be the final report period paid from the SFY. Services provided in June and reported in July will be paid out of the next SFY.**
- e. The Department shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. A department should not wait to submit all adjustments with the invoice submitted to the Controller's Office at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the state Fiscal Year.
  - 1) In accordance with item 4.c, above, each department must be mindful to keep current on reporting adjustments against federal funds to ensure such adjustment is received in time to be paid within the grant period for that grant.
  - 2) The Department shall review their prior reimbursement claims against payments monthly.
  - 3) Amended reports (with the exception of WIC, BFPC, FP and SFSP) must be submitted no later than the next reporting date after the grant period ends in order to be paid. (Example: if the grant period ends 9/30/13, the amended report must be received by the Controller's Office no later than the next reporting date after that – i.e., October's reporting date.)
  - 4) The only adjustments, if any, that should be submitted with the May service expenditure report submitted in June would be any missed on the prior month's claim. If a department waits until the May service month expenditure report submission to report adjustments, the DHHS Controller's Office cannot guarantee those adjustments can be verified in time for the June payment.
  - 5) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June (or earlier if grant period expires during the fiscal year) payment should be paid from local funds. If reported to the State as an adjustment, the payment will come from (and will therefore, reduce) the allocation for the next fiscal year.
- f. The Department shall submit requests for payment for services provided under 10A NCAC 45.A rules to the Claims Processing Unit, Purchase of Medical Care Services, DHHS Controller's Office.
- g. The Department shall submit requests for reimbursement for nurse training to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nurse Training Activity must be used as the invoice for payment.
- 5. The Department shall maintain expenditures for maternal health, child health and family planning programs per General Statute 130A-4.1(a). The amount of expenditures shall be calculated by the State and provided to the Department as described in section G.21 of this document.

#### D. PERSONNEL POLICIES

1. ~~The Department shall adhere to and fully comply with State personnel policies as found in North Carolina General Statute, Chapter 126, and 1 NCAC 8. Such policies include, but are not limited to, the following:~~

The Brunswick County Health Department is no longer covered by the Office of State Personnel per House Bill 438. DS 3-8-2013

- a. ~~Equal employment opportunity,~~
  - b. ~~Affirmative action,~~
  - c. ~~Policies for local government employment subject to the State Personnel Act,~~
  - d. ~~"Local Classification and Salary Range,"~~
  - e. ~~"Compensation Policy for Local Competitive Services Employees," and~~
  - f. ~~"Recruitment and Selection Policy and Procedures."~~
2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4(b). This delegation shall be done according to 15A NCAC 10.0100.
- a. Local health departments are responsible for sending their newly employed environmental health specialists (interns) to centralized training within 180 days from date of employment.
  - b. Arrangements for centralized training for newly-employed environmental health specialists will be handled by the Education and Training Staff, Division of Public Health.
  - c. A local health department which is contracting with an environmental health specialist employed by another department shall be responsible for assuring that all original documents, correspondence, and other public records be maintained in the health department using the contractor and the contract shall stipulate that the contractor shall be available for consultation to the public being served.

3. The Department shall comply with Minimum Standard Health Department Staffing 10A NCAC Section 46 .0301(c), and shall assure that all nursing staff who provide public health services funded by this agreement comply with this rule.

#### E. CONFIDENTIALITY

All information as to personal facts and circumstances obtained by Department personnel in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the client's, or responsible person's, written consent; except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Department employees must sign confidentiality pledges documenting the knowledge of, and the agreement to maintain, personal and medical confidentiality.

#### F. CIVIL RIGHTS

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his/her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this agreement.

2. The Department shall complete the attached Federal Certifications, including Nondiscrimination; Drug-Free Workplace Requirements; Environmental Tobacco Smoke; Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions; and Lobbying..
3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this agreement.

#### **G. RESPONSIBILITIES OF THE STATE**

1. The State shall provide to the Department regular training, and, upon request, technical assistance in the preparation of the Consolidated Agreement and Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
  - Board Relations
  - Management Teams/Staffing
  - Policy Development
  - Program Planning and Implementation
  - Quality/Performance Improvement
  - General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.
6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community assessment.
8. The State shall act as the principal liaison between the public health system and the state's Medicaid agency on issues related to Medicaid reimbursed services provided by the state and local public health agencies and shall cooperate with the state Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

9. The State shall design and implement annual cost studies to ensure appropriate cost-based Medicaid reimbursement.
10. The State shall work with the NC Division of Information Resource Management to provide automated systems and facilities via the Health Information System (HIS). HIS is currently used to create and submit Medicaid claims, perform accounts receivables, and to collect other DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated systems to the users of this system.
11. The State shall provide support and consultation to ensure that the Health Information System (HIS) can generate standard transactions for public health Medicaid claims and for public health claims to all insurers submitted on behalf of the local health departments per HIPAA [the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) subparts I through N, which define the standards for specific transactions.]
12. The State shall responsibly use data reviewed and received in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see Business Associate Addendum to this Consolidated Agreement)
13. The State (DPH) shall provide to the Department "Budgetary Estimates of Funding Allocations" no later than February 15 of each year to use in preparation of their local budget proposals per current GS. The exception is the Food & Lodging distributions required by G.S. 130A-248(d). The State will not enter budgetary estimates into the Aid to County Database, but shall provide to the Department the Food & Lodging Local Health Department Budget Form" (DPH EN 2948 (A)) indicating the estimated funding allocation no later March 30<sup>th</sup> for the state fiscal year in which payment will be made.
14. The State (DHHS) shall provide a "Funding Authorization" to the Department after the receipt of the Certified State Budget. Funds must be appropriately budgeted by the State in the NC Accounting System (NCAS) prior to the issuance of the "Funding Authorization." If funds are restricted through quarterly allotments for FY14, as they were in FY10, the initial Funding Authorization will only include ¼ of the annual amount for each specific activity involving State funds.
15. The State (DPH) shall provide funds to the Department upon receipt of this executed agreement and timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office E-Payment Schedule issued November or December of each year for the following calendar year.
16. The State (DPH) shall provide Food & Lodging funds to the Department upon receipt of the executed agreement addenda and the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948 (B)).
17. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this agreement.
18. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.

19. The State shall be assured that the Department maintains expenditures of locally appropriated funds (MOE) for maternal health, child health, and family planning program activities equal to, or greater than, that reported on the Staff Time Activity Report for the period beginning July 1, 1984, and ending June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated FY 2000-2001 Agreement.) This revised baseline figure will be calculated and provided to Departments for use in budget preparation.

**20. For services of the State Laboratory :**

- a. Provide free or at cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the State Laboratory *only* as ordered via the web-based mailroom ordering system;
- b. Assure qualified personnel to process, analyze and report test results;
- c. Assure that the State Laboratory maintains CLIA certification;
- d. Submit invoices to the local health departments via electronic means; and
- e. Collect interest (per N.C.G.S. 147-86.23 and 150-241.1) and a 10% late fee as appropriate;

**H. DISBURSEMENT OF FUNDS**

- 1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
- 2. The State shall disburse Food and Lodging funds in accordance with NCAC T15A:18A . 2900 – “Restaurant and Lodging Fee Collection and Inventory Program” in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EN 2948 (B)). The exception is that Temporary Food Establishment (TFE) fees **MUST** be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid to County Database on the ZZZZ line for Activity #874, Category 107 – Local Temporary Food Establishment (TFE – State).
- 3. Payments shall be suspended when expenditure reports are not received by the time specified (see C.4.a.). Payments will resume the month following the receipt of the delinquent expenditure reports according to the DHHS Controllers office schedule for OSC E-Payments issued in November or December of each year for the following calendar year.
- 4. Total payment by program activity is limited to the total amount of the “Funding Authorization” and any revisions received after the initial “Funding Authorization” notification.
- 5. Final payments for the SFY will be made based on the Final monthly (May services/ submitted in June Report) Expenditure Report. Final payments will be equal to the difference between approved reported expenditures and the sum of previous payments up to the limits of the approved budget. Final payments should be made no later than the June OSC E-Payment period per the DHHS Controller’s Office schedule, provided that an Expenditure Report and certification, via the Aid-to-Counties Website for each month have been received by the DHHS Office of the Controller.

**I. AMENDMENT OF AGREEMENT**



Amendments, modifications, or waivers of this agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

#### **J. PROVISION OF TERMINATION**

Either party may terminate this agreement for reasons other than non-compliance upon sixty (60) days written notice. If termination should occur, the Department shall receive payment only for allowable expenditures.

The State may withhold payment to the Department until the State can determine whether the Department is entitled to further payment or whether the State is entitled to a refund.

#### **K. COMPLIANCE**

1. The State shall respond to non-compliance with all terms of this agreement as follows:

- a. Upon determination of non-compliance, the State shall give the Department sixty (60) days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
- b. If the above deficiencies should not be corrected to the satisfaction of the State after the sixty (60) day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
- c. If the deficiency is still not corrected within the next thirty (30) days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
- d. In the event of the Department's non-compliance with clauses of this agreement, the State may cancel, terminate, or suspend this agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K-1 (a-c) have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.

2. Monitoring – OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) as revised on June 27, 2003 requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes comparable monitoring requirements for State funds received by subrecipients in N.C.G.S.158-34, *Annual independent audit: rules and regulations*, for local units of government. Also, DHHS-DPH must perform monitoring as required in the DHHS Policy and Procedure Manual entitled "Monitoring of Programs" dated August 1, 2002 and its Monitoring Plan dated January, 2006.

Additionally, each Local Health Department is required under Circular A-133, N.C.G.S.143-6.2 and N.C.G.S.159-34 to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in monitoring by DHHS-DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.


3. If the Department or the State should be determined out of compliance with the provisions of the agreement, either party may file a formal appeal with the Office of Administrative Hearings.

**L. RECORD RETENTION**

In accordance with the State's basic records retention policy, records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of the Division during the period specified in the State's records retention policy and in accordance with state and federal law. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. Records for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

**IN WITNESS WHEREOF**, the **Department** and the **State** have executed this agreement in duplicate originals, one of which is retained by each of the parties.

**LOCAL SIGNATURES****STATE OF NORTH CAROLINA**

 2-13-2013  
Health Director Date  
or Authorized Agent

\_\_\_\_\_  
State Health Director Date

\_\_\_\_\_  
Finance Officer Date

\_\_\_\_\_  
Chair of County Commissioners (when required) Date

**NORTH CAROLINA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This Agreement is made effective the 1st day of July, 2013, by and between

BRUNSWICK COUNTY HEALTH DEPT

(name of Local Health Department or "Covered Entity") and the Division of Public Health ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding "entitled" **The FY2014 Consolidated Agreement** (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the "Department") that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
- d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS.**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.
- b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information in accordance with 45 CFR part 160 and part 164, subparts A and E.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- h. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
- i. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

### **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose electronic protected health information or other protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information and other protected health information that it creates, receives, maintains, or transmits on behalf of a Covered Entity, as required by the Privacy and Security Rules.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of electronic protected health information or other protected health information by a Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity (i) any use or disclosure of electronic protected health information or other protected health information not provided for by this Agreement of which it becomes aware and (ii) any security incident of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic protected health information and/or other protected health information received from, or created or received by Business Associate on behalf of Covered Entity (i) agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, and (ii) agrees to implement reasonable and appropriate safeguards to protect such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to electronic protected health information and other protected health information in a Designated Record Set to a Covered Entity or, as directed by a Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of a Covered Entity, to make any amendment(s) to electronic protected health information and other protected health information in a Designated Record Set that a Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning electronic protected health information and other protected health information, relating to the use and disclosure of electronic protected health information and other protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- i. Business Associate agrees to document such disclosures of electronic protected health information and other protected health information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of electronic protected health information and other protected health information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an individual to permit such a response.

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use or disclose electronic protected health information and other protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:
  - 1) would not violate the Privacy and Security Rules if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use electronic protected health information and other protected health information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose electronic protected health information and other protected health information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are required by law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use electronic protected health information and other protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose electronic protected health information or other protected health information if the use or disclosure would violate any term of the MOU or by other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.

#### c. Effect of Termination.

- ## 6. GENERAL TERMS AND CONDITIONS

- ## LOCAL SIGNATURES

**STATE OF NORTH CAROLINA**

Business Associate \_\_\_\_\_ Date \_\_\_\_\_  
(Division of Public Health)

## **AMENDMENT TO THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This document amends North Carolina Department of Health and Human Services Business Associate Addendum to the Consolidated Agreement. This amendment is made effective the 1<sup>st</sup> day of July, 2012, by and between BRUNSWICK COUNTY HEALTH DEPT. (name of Local Health Department or "Covered Entity") and the Division of Public Health ("Business Associate") (collectively the "Parties") for the purpose of specifying the breach reporting and notification requirements following an unauthorized disclosure of unsecured Protected Health Information (PHI).

### **I. DEFINITIONS:**

The terms defined below shall have the following meaning in this Amendment:

- a. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI. For the purpose of this definition, "compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational, or other harm to the individual. A use or disclosure of PHI that does not include the identifiers listed at § 164.514(e)(2), limited data set, date of birth, and zip code does not compromise the security or privacy of the PHI.

Breach excludes:

- Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a Covered Entity (CE) or Business Associate (BA) if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule.
  - Any inadvertent disclosure by a person who is authorized to access PHI at a CE or BA to another person authorized to access PHI at the same CE or BA, or organized health care arrangement in which the CE participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
  - A disclosure of PHI where a CE or BA has a good faith belief that an unauthorized person to whom the disclosure was made could not have expected to use or further disclose that information.
- b. "HITECH Act" means the "Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).
- c. "Security breach" means an incident of unauthorized access to and acquisition of unencrypted and un-redacted records or data containing personal information where illegal use of the personal information has occurred or is reasonably likely to occur or that creates a material risk of harm to a consumer. Any incident of unauthorized access to and acquisition of encrypted records or data

containing personal information along with the confidential process or key shall constitute a security breach. Good faith acquisition of personal information by an employee or agent of the business for a legitimate purpose is not a security breach, provided that the personal information is not used for a purpose other than a lawful purpose of the business and is not subject to further unauthorized disclosure.

- d. "Unsecured protected health information" means protected health information (PHI) that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5.

The following PHI shall not be regarded as Unsecured PHI:

- Electronic PHI has been encrypted as specified in the HIPAA Security rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard:
  - Valid encryption processes for data at rest (i.e. data that resides in databases, file systems and other structured storage systems) are consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.
  - Valid encryption processes for data in motion (i.e. data that is moving through a network, including wireless transmission) are those that comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are Federal Information Processing Standards FIPS 140-2 validated.
- The media on which the PHI is stored or recorded has been destroyed in the following ways:
  - Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
  - Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publications 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.




## II. Reporting and Breach Notification Requirements

- a. BA shall notify CE within twenty-four (24) hours of any suspected or actual incident, breach, or intrusion involving the unauthorized access, acquisition, use or disclosure of Confidential Information by Business Associate's employees.
- b. BA shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify CE of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the CE's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by BA as of the first day on which such breach is known to BA or, by exercising reasonable diligence, would have been known to BA. BA will provide such notification to CE without unreasonable delay and in no event later than forty (45) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410.

### Signatures:

#### LOCAL SIGNATURES

#### STATE OF NORTH CAROLINA

 2/13/2013  
 \_\_\_\_\_  
 Health Director                      Date  
 Covered Entity (Local Health Dept)

\_\_\_\_\_  
 Business Associate                      Date  
 (Division of Public Health)

## FEDERAL CERTIFICATIONS

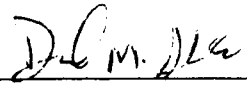
The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she has completed the referenced Standard Form SF-LLL, Disclosure of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- ☒ He or she has not completed the referenced Standard Form SF-LLL, Disclosure of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

<div style="text-align: center; margin-bottom: 10px;">  </div> <hr/> Signature	<div style="text-align: center; margin-bottom: 10px;">         HEALTH SERVICES DIRECTOR       </div> <hr/> Title
<div style="text-align: center; margin-bottom: 10px;">         BRUNSWICK COUNTY HEALTH DEPT.       </div> <hr/> Contracting Agency's Legal Name	<div style="text-align: center; margin-bottom: 10px;">         2/13/2013       </div> <hr/> Date

[This Certification must be signed by a representative of the Contracting Agency who is authorized to sign contracts.]

\*\*\*\*\*

### I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

\*\*\*\*\*

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 25 COURT HOUSE DR, NE  
City, State, Zip Code: BOLENTIA, NC 28422  
Street Address No. 2: 1492 VILLAGE RD. NE  
City, State, Zip Code: LELAND, NC 28451

#3 ATTACHED

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

\*\*\*\*\*

### III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

\*\*\*\*\*

### IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

#### Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 150 - 9 HWY 30 EAST

City, State, Zip Code: SHALWATE, NC 28459

Street Address No. 2: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

#### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Standard Form SF-LLL and its instructions are located at the following URL: <http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Maintenance of Effort Schedule - local health departments  
Citation: 130A-4.1; Consolidated Agreement clause G(19)

Local Health Department	MOE Baseline-- 1985	Updated Baseline-- CPI * - 2013-14
Alamance	\$ 215,751	\$ 461,708
Albemarle District	\$ 47,803	\$ 102,298
Alexander	\$ 33,308	\$ 71,278
Anson	\$ 27,096	\$ 57,985
Appalachian District	\$ 56,663	\$ 121,258
Beaufort	\$ 63,029	\$ 134,881
Bladen	\$ 19,564	\$ 41,866
Brunswick	\$ 122,285	\$ 261,690
Buncombe	\$ 166,104	\$ 355,462
Burke	\$ 83,689	\$ 179,095
Cabarrus	\$ 250,406	\$ 535,869
Caldwell	\$ 59,226	\$ 126,743
Carteret	\$ 16,843	\$ 36,044
Caswell	\$ 31,809	\$ 68,071
Catawba	\$ 127,542	\$ 272,940
Chatham	\$ 50,121	\$ 107,259
Cherokee	\$ 11,705	\$ 25,049
Clay	\$ 1,580	\$ 3,381
Cleveland	\$ 243,917	\$ 521,983
Columbus	\$ 85,858	\$ 183,737
Craven	\$ 113,647	\$ 243,205
Cumberland	\$ 458,294	\$ 980,748
Dare	\$ 22,597	\$ 48,358
Davidson	\$ 100,199	\$ 214,425
Davie	\$ 38,546	\$ 82,489
Duplin	\$ 84,922	\$ 181,732
Durham	\$ 439,506	\$ 940,543
Edgecombe	\$ 157,941	\$ 337,994
Forsyth	\$ 508,138	\$ 1,087,415
Franklin	\$ 65,012	\$ 139,125
Gaston	\$ 342,765	\$ 733,517
Graham	\$ 3,949	\$ 8,451
Granville-Vance District	\$ 170,160	\$ 364,142
Greene	\$ 78,527	\$ 168,048
Guilford	\$ 1,605,509	\$ 3,435,790
Halifax	\$ 118,024	\$ 252,572
Harnett	\$ 69,651	\$ 149,052
Haywood	\$ 82,684	\$ 176,943
Henderson	\$ 109,750	\$ 234,866
Hertford	\$ 3,517	\$ 7,525
Hoke	\$ 25,698	\$ 54,994
Hyde	\$ 12,355	\$ 26,439
Iredell	\$ 36,698	\$ 78,535
Jackson	\$ 11,822	\$ 25,299
Johnston	\$ 196,475	\$ 420,457

Jones	\$	22,851	\$	48,901
Lee	\$	57,470	\$	122,986
Lenoir	\$	120,667	\$	258,227
Lincoln	\$	78,475	\$	167,937
Macon	\$	27,277	\$	58,373
Madison	\$	55,718	\$	119,237
MTW District	\$	97,748	\$	209,181
Mecklenburg	\$	375,712	\$	804,024
Montgomery	\$	24,389	\$	52,192
Moore	\$	36,243	\$	77,560
Nash	\$	124,412	\$	266,241
New Hanover	\$	128,664	\$	275,340
Northampton	\$	71,678	\$	153,391
Onslow	\$	63,147	\$	135,135
Orange	\$	258,834	\$	553,905
Pamlico	\$	11,162	\$	23,887
Pender	\$	-	\$	-
Person	\$	42,878	\$	91,759
Pitt	\$	164,404	\$	351,825
Randolph	\$	81,302	\$	173,986
Richmond	\$	50,348	\$	107,746
Robeson	\$	225,422	\$	482,403
Rockingham	\$	157,370	\$	336,771
Rowan	\$	178,268	\$	381,493
RPM District	\$	48,315	\$	103,395
Sampson	\$	37,229	\$	79,670
Scotland	\$	12,388	\$	26,509
Stanly	\$	23,625	\$	50,558
Stokes	\$	41,687	\$	89,211
Surry	\$	49,658	\$	106,268
Swain	\$	10,674	\$	22,842
Toe River District	\$	49,658	\$	106,268
Transylvania	\$	66,417	\$	142,133
Union	\$	25,573	\$	54,726
Wake	\$	758,321	\$	1,622,807
Warren	\$	8,551	\$	18,298
Wayne	\$	271,847	\$	581,752
Wilkes	\$	73,909	\$	158,164
Wilson	\$	59,617	\$	127,581
Yadkin	\$	20,687	\$	44,270
TOTAL:	\$	10,583,276	\$	22,648,210

## Notes:

- \* Adjusted for inflation, 1985 through 2012, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 214%

Reference for calculating CPI changes:

[http://www.bls.gov/data/inflation\\_calculator.htm](http://www.bls.gov/data/inflation_calculator.htm)





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North Carolina Department of Health and Human Services  
Division of Public Health

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Laura Gerald, M.D., M.P.H.  
State Health Director

**TO:** Local Health Directors and Nursing Directors

**FROM:** Joy F. Reed, EdD, RN, FAAN   
Branch Head, Local Technical Assistance and Training  
Public Health Nursing & Professional Development Unit

**DATE:** February 15, 2013

**SUBJECT:** Public Health Nurse Training Funds

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The protocol for reimbursement under the Public Health Nurse Training Funds is an integral component in the 2013-14 Consolidated Agreement with each local health department (see B-12 Funding Stipulations in the Consolidated Agreement). In order to be reimbursed from the training funds, the attached form (DHHS 3300) will need to be completed for individuals for whom the agency is requesting reimbursement.

1. County name
2. Name(s) of Participant(s)
3. Title of Course attended
4. Dates of attendance (month and year)
5. Amount requested
6. Health Director's signature and date
7. Name and telephone number of person preparing the form DHHS 3300

You may request reimbursement upon notification of *successful completion* of the Introduction to Principles and Practices of Public Health and Public Health Nursing course (reimbursement is \$400), or the Management and Supervision for Public Health Managers and Supervisors course (reimbursement is \$600), but reimbursement must be requested within one year of successful completion of either course.

*All reimbursements are based on availability of funds.*

Please submit the completed form directly to Public Health Nursing and Professional Development Unit, 1916 Mail Service Center, Raleigh, NC 27699-1916.

Attachment: Form DHHS 3300

www.ncdhhs.gov • www.publichealth.nc.gov  
Tel 919-707-5000 • Fax 919-870-4829

Location: 5605 Six Forks Road • Raleigh, NC 27609  
Mailing Address: 1931 Mail Service Center • Raleigh, NC 27699-1931  
An Equal Opportunity / Affirmative Action Employer





Brunswick County Board of Commissioners  
ACTION AGENDA ITEM  
2013

120

TO: Marty K. Lawing, County Manager

ACTION ITEM #: V-F

FROM: Anthony Marzano  
Ext. # 2564

MEETING DATE: 3/18/2013

DATE SUBMITTED: 3/5/13

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: ☐ YES ☒ NO

Request that the Board of Commissioners approve the attached Hazardous Materials Emergency Planning (HMEP) Grant Agreement, and the associated budget amendment, between Brunswick County and the North Carolina Department of Public Safety.

Emergency Services is also requesting that the Emergency Services Director be appointed as the Designated Agent and Authorized Signatory for this project.

BACKGROUND/PURPOSE OF REQUEST:

Brunswick County Emergency Services is in receipt of the FY 2012-2013 HMEP Grant from the North Carolina Department of Public Safety. The grant award is in the amount of \$9,850.00 which has been designated for planning and exercise activities to enhance our Hazardous Materials response capabilities.

There is no match for this grant and no additional County funds are required for this project.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
PRE-AUDIT CERTIFICATION REQUIRED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Grant Fund-EMS Grants

Revenues:

HMEP 2012-2013 Revenues	238175-331037	\$9,850
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Expenditures:

HMEP 2012-2013 Expenditures	238175-449817	\$9,850
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The budget amendment above is to appropriate HMEP Federal Grant funds in the amount of \$9,850.

County of Brunswick, North Carolina  
Brunswick County Grant Fund

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Grant Fund:

**EMS Grant Fund:****Revenues:**

HMEP 2012-2013 Grant Revenue	<u>\$9,850</u>
<b>Total Grant Fund Revenues</b>	<b>\$9,850</b>

**Expenditures:**

HMEP 2012-2013 Grant Expense	<u>\$9,850</u>
<b>Total Grant Fund Expenditures</b>	<b>\$9,850</b>

Section 2. This Grant Ordinance shall be entered into the minutes of the March 18, 2013 meeting of the Brunswick County Board of Commissioners.

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**CONTRACTS/AGREEMENTS:****REVIEWED BY COUNTY ATTORNEY:**☐ YES☐ NO☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve the Hazardous Materials Emergency Planning (HEMP) Grant Agreement between Brunswick County and the North Carolina Department of Public Safety and the Associated FY 2012-2013 Budget Amendment.

---

**ATTACHMENTS:**

1. HMEP Grant Agreement
  2. \_\_\_\_\_
  3. \_\_\_\_\_
-

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**ATTEST:****CLERK TO THE BOARD****DENIED:**☐**DEFERRED****UNTIL:**

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**SIGNATURE****OTHER:**

## HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT AGREEMENT

THIS HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT AGREEMENT (the Agreement) is entered into by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management, North Carolina Emergency Response Commission (hereinafter referred to as the AGENCY/GRANTEE), and the County of Brunswick hereinafter referred to as the "RECIPIENT/SUBGRANTEE").

WHEREAS, the Hazardous Materials Transportation Act, 42 U.S.C. § 5101 *et. seq.* authorizes the Secretary of the U.S. Department of Transportation (USDOT) to make hazardous materials emergency planning grants to states and Indian tribes if the state agrees to make available at least 75% of the amount of the grant in the fiscal year to local emergency planning committees to develop emergency plans under the Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. § 11001 *et. seq.*; and

WHEREAS, the USDOT has made available federal funds for hazardous materials emergency planning grants; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein; and

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE do mutually agree as follows:

- (1) **SCOPE OF WORK** The RECIPIENT/SUBGRANTEE shall fully perform the approved hazardous materials emergency planning project, as described in Attachment A to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement without prior approval of the AGENCY/GRANTEE.
- (2) **FUNDING** The AGENCY/GRANTEE shall provide Hazardous Materials Emergency Planning Grant Funds for costs incurred in performing the project identified in Attachment A as follows: \$9,850.00. Allowable costs shall be determined in accordance with the Hazardous Materials Transportation Act, 42 U.S.C. 5101 *et. seq.*, 49 C.F.R. Part 110, 49 C.F.R. Part 18, OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and other applicable Hazardous Materials Emergency Planning Grant Program guidance.
- (3) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES** Both the RECIPIENT/ SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to, those identified in Attachments B, C & D.
- (4) **PERIOD OF AGREEMENT** This Agreement becomes effective upon execution of the signatures of all parties of the agreement. The date of execution shall be the date of the last signature. The termination date is September 30, 2013, unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (10), (11), (13) or (17).
- (5) **MODIFICATION OF CONTRACT** Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.
- (6) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT** RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," and/or OMB Circular No. A-102 "Grants and Cooperative Agreements with State and Local Governments". Pursuant to 49 C.F.R. § 18.42, the RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its

records to the AGENCY/GRANTEE, awarding agency (USDOT) and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof.

- (7) **REPORTS** The RECIPIENT/SUBGRANTEE shall provide reports or information to the AGENCY/GRANTEE. Report(s), as described in Attachment A to this Agreement, which are due ninety (90) days from completion of the plan, exercise, or study. Reports shall include the current LEPC membership roster, a copy of the most recent LEPC meeting minutes and agenda and LEPC by-laws. The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management EPCRA Program Coordinator for all reports. If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold payment until they are completed or may take such other action as set forth in paragraph (10). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A. Upon request by the AGENCY/GRANTEE, the RECIPIENT/SUBGRANTEE shall provide such additional updates or information as may be required by the AGENCY/GRANTEE.
- (8) **MONITORING** The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.
- (9) **LIABILITY** (a) Except as otherwise provided in subparagraph (b) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor. (b) Any RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortuous acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.
- (10) **TERMINATION** If, through any cause, the RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the AGENCY/GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to the RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of termination.
- (11) **NOTICE AND CONTACT** All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement. (a) The name and address of the AGENCY/GRANTEE project manager and project coordinator for this Agreement are:

Michael Sprayberry, Director, Project Manager  
 Elaine Wathen, Support Services Manager, Project Coordinator  
 NC Department of Public Safety  
 Division of Emergency Management  
 1636 Gold Star Drive  
 Raleigh, N.C. 27607

- (b) The name and address of the Representative of the RECIPIENT/ SUBGRANTEE responsible for the administration of this Agreement is:

**Mailing Address:**

Name: Heather Heigl  
 Title: Brunswick County Emergency Management  
 County of: Brunswick  
 Address: 3325 Old Ocean Highway  
 PO Box 249  
 City: Bolivia, NC 28422

- (c) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided (11) above.

- (12) **OTHER PROVISIONS** The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/GRANTEE from all its obligations to the RECIPIENT/SUBGRANTEE. This Agreement shall be construed under the laws of the State of North Carolina and the venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

- (13) **AUDIT REQUIREMENTS** Pursuant to 49 C.F.R. §18.26, RECIPIENT/SUBGRANTEE is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §7501 *et. seq.*, 49 C.F.R. Part 18, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable North Carolina laws, rules and regulations. The RECIPIENT/ SUBGRANTEE agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement and in accordance with 49 C.F.R. § 18.20. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/ SUBGRANTEE of such non-compliance. Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years from the starting date specified in 49 C.F.R. § 18.42(c). However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be maintained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

- (14) **SUBCONTRACTS** If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE. If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE shall conduct procurement or subcontracting in accordance with 49 C.F.R. § 18.36 "Procurement". The RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract. Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state

and federal requirements.

- (15) **CHANGES, REAL PROPERTY, EQUIPMENT, SUPPLIES AND COPYRIGHTS** If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 49 C.F.R. Part 18. (See 49 C.F.R. §§ 18.30-18.34).
- (16) **TERMS AND CONDITIONS** This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.
- (17) **STANDARD CONDITIONS** The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions: (a) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/SUBGRANTEE. (b) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes or applicable federal regulations and made or received by the Contractor/RECIPIENT/ SUBGRANTEE in conjunction with the Agreement.
- (18) **ATTACHMENTS** (a) All attachments to this Agreement are incorporated as if set out fully herein. (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency. (c) This Agreement has the following attachments:
- |    |              |   |
|----|--------------|---|
| 1. | Attachment A | Budget and Scope of Work  |
| 2. | Attachment B | Lobbying Prohibition/Certification  |
| 3. | Attachment C | Special Conditions  |
| 4. | Attachment D | Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Sub grantee                              |
| 5. | Attachment E | Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Contractor                               |
| 6. | Attachment F | Assurance of Compliance with Title VI of the Civil Rights Act of 1964 for inclusion in deeds, licenses, permits, etc. |
| 7. | Attachment G | Assurance of Compliance with Privacy Act  |
| 8. | Attachment H | Certification regarding Drug-Free Workplace Requirements  |
| 9. | Attachment I | Certification regarding Debarment, Suspension, and other responsibility matters                                       |
- (19) **FUNDING/CONSIDERATION** (a) Pursuant to 49 C.F.R. § 18.21, the RECIPIENT/SUBGRANTEE shall be paid upon completion of the project and upon the satisfactory performance of work hereunder in an amount as determined in the approved Project Budget, attached as Attachment A, subject to the availability of funds. (b) An invoice detailing the project expenditures shall be submitted to the individual identified in Attachment C prior to **September 15, 2013**.
- (20) **STATE LOBBYING PROHIBITION** No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. Refer to Attachment B for additional terms and provisions relating to lobbying.



- (21) **LEGAL AUTHORIZATION** The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/ SUBGRANTEE to the terms of this Agreement.
- (22) **ASSURANCES** By execution of this agreement, the RECIPIENT/SUBGRANTEE agrees to comply with Attachments A through I. The RECIPIENT/SUBGRANTEE hereby assures and certifies that: (a) It possesses legal authority to enter into this agreement, and to execute the proposed program. (b) If required, its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMEP application, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required. (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. **The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.**
- (23) **SPECIAL CONDITIONS** (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment C, attached hereto and incorporated by this reference. (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment C or the program statutes and regulations in Paragraph 24 of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement. (c) RECIPIENT/SUBGRANTEE shall do or complete the following: 1) Conduct a meeting of the Local Emergency Planning Committee (LEPC) at least once per year, elect LEPC chairperson and establish LEPC subcommittees; 2) Provide a statement indicating review of LEPC bylaws.
- (24) **PROGRAM STATUTES AND REGULATIONS** This Agreement, the North Carolina Division of Emergency Management and the Hazardous Materials Emergency Planning Grant Program (HMEP) are governed by the following statutes and regulations: (1) The Hazardous Materials Transportation Act, as amended, 42 U.S.C. §5101 *et seq.*; (2) 49 C.F.R. parts 18 and 110, and any other applicable policy memoranda and guidance documents; (3) Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. §11001 *et seq.*; (4) OMB Circulars A-87 and A-110; (5) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.*; (6) Where applicable, it will comply with Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 *et seq.*, Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, Davis-Bacon Act, 40 U.S.C. § 276a to 276a-7, Sections 306 and 508 of the Clean Air Act, 42 U.S.C. §§ 1857(h) and 1368, Executive Order 11738, the Americans With Disabilities Act, 42 U.S.C. §12001 *et seq.*, the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities, the Hatch Act, which limits the political activity of employees, the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended Pub. L. 93-234, 87 Section 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, applicable N.C. General Statutes when negotiating contracts for services and the Energy Policy and Conservation Act (P.L. 94-163).

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CONTRACTING AGENCY  
DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY & NORTH  
CAROLINA EMERGENCY RESPONSE COMMISSION

BY: 

WILLIAM M. POLK, SPECIAL COUNSEL  
DEPARTMENT OF PUBLIC SAFETY

DATE 2/26/2013

BY: \_\_\_\_\_

NAME, TITLE: \_\_\_\_\_

Brunswick  
COUNTY OF Brunswick

RECIPIENT/SUBGRANTEE  
FEDERAL EMPLOYER I.D.

# 56-6000278

DATE 3/4/13

BY: \_\_\_\_\_

MICHAEL SPRAYBERRY, DIRECTOR  
DIVISION OF EMERGENCY MANAGEMENT  
& VICE-CHAIR, NORTH CAROLINA EMERGENCY  
RESPONSE COMMISSION

DATE \_\_\_\_\_

APPROVED AS TO PROCEDURES:

BY: \_\_\_\_\_

MARVIN MERVIN, CONTROLLER  
DEPARTMENT OF PUBLIC SAFETY

DATE \_\_\_\_\_

BY: \_\_\_\_\_

COMMISSIONER, FRANK PERRY  
DEPARTMENT OF PUBLIC SAFETY

DATE \_\_\_\_\_

APPROVED AS TO FORM AND SUBJECT TO EXECUTION BY FRANK PERRY  
COMMISSIONER OF THE DEPARTMENT OF PUBLIC SAFETY.

## ATTACHMENT A

### Budget and Scope of Work

RECIPIENT/SUBGRANTEE shall implement the Hazardous Materials Emergency Planning Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ GRANTEE shall pay eligible costs according to the following expenditures:

#### I. Funding Summary

##### A. Project Costs:

Federal Share:	\$9,850.00
TOTAL:	\$9,850.00

#### II. Scope of Work Summary

To continue the implementation of the Emergency Planning Community Right-To-Know Act, 42 U.S.C. §11001 et. seq. And Hazardous Materials Incident Preparedness.

To conduct a full scale exercise to test the preparedness levels of first responders to a hazardous materials incident. The scenario will be a multi-jurisdictional scenario. The objectives will be taken from the Target Capabilities List and include a minimum of the following: Communications, recognition and identification of Hazmat, on-site incident management, hazardous materials response, and responder safety and health. The hazardous materials incident will involve a DOT Class 3 flammable liquid release on Hwy 211

#### III. Reports to be Provided at the Conclusion of Work (no paper copies needed)

1. *One (1) electronic copy of after action report (AAR) following the exercise.*
2. *One (1) electronic copy if any plans are added or updated*
3. *Additional electronic documentation that lists/includes*
  - *Agencies involved*
  - *Number of participants*
  - *Several photographs from exercise*
  - *Any other documentation that would be pertinent*
4. *Any invoices detailing the expenses associated with the project (If applicable, a full breakdown of per diem specifics will need to be provided (e.g. Rosters showing number of people [ X ] applicable per diem amount). USDOT-PHMSA is slow / hesitant to reimburse per diem expenses based upon food receipts alone. Proper documentation is vital.....*

ATTACHMENT BLOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COUNTY OF Brunswick  
 RECIPIENT/SUBGRANTEE

BY: \_\_\_\_\_  
 NAME, TITLE

**ATTACHMENT C****Special Conditions**

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**EPCRA Coordinator  
NC Department of Public Safety  
NC Emergency Response Commission  
1636 Gold Star Drive  
Raleigh, NC 27607  
Ref: HMEP**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/ SUBGRANTEE.

Name: Heather Heigl

Title: Emergency Management Planner

Address: 3325 Old Ocean Hwy, Bldg C, P.O. Box 249

County of Brunswick

City: Bolivia, NC 28422

100

**ATTACHMENT D**

**ASSURANCE OF COMPLIANCE  
WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
DEPARTMENT OF TRANSPORTATION**

The County of Brunswick (hereinafter referred to as the "Recipient") **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix B of this agreement in every contract subject to the Act and the Regulations.
4. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

DATE 3/4/13

Brunswick  
(County)

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Print Name and Title of Authorized Official)

**ASSURANCE OF COMPLIANCE WITH  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County of Brunswick or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the County of Brunswick or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the County of Brunswick shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the County of Brunswick or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provides, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the County of Brunswick to enter into such litigation to protect the interests of the County of Brunswick and, in addition the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DATE 3/4/13

Brunswick  
(County)

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Print Name and Title of Authorized Official)

**ATTACHMENT F****ASSURANCE OF COMPLIANCE WITH  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
DEPARTMENT OF TRANSPORTATION**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by County of Brunswick executed in expending these grant funds.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, County of Brunswick shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, County of Brunswick shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of County of Brunswick and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by County of Brunswick.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [grantee, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, County of Brunswick shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, County of Brunswick shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of County of Brunswick and its assigns.

- \* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

DATE 3/4/13

Brunswick  
(County)

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Print Name and Title of Authorized Official)



**ATTACHMENT G****ASSURANCE OF COMPLIANCE WITH  
PRIVACY ACT****22.4 The Sub Recipient agrees:**

**22.4.1** To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. § 552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system of records on individuals to be operated by the Grantee, its third-party contractors, subcontractors, sub grantees, or their employees to accomplish a DOT function;

**22.4.2** To notify DOT when the Grantee or any of its third-party contractors, subcontractors, sub grantees, sub recipients, or their employees anticipate operating a system of records on behalf of DOT in order to implement the program, if such system contains information about individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

**22.4.3** To include in every solicitation and in every third-party contract, sub grant, and when the performance of work under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DOT function, a Privacy Act notification informing the third-party contractor, or sub grantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DOT function subject to the Privacy Act of 1974, 5 U.S.C. § 552a, and applicable DOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

**22.4.4** To include the text of Subsections 22.4.1 through 22.4.4 in all third-party contracts, and sub grants under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of DOT.

DATE

3/4/13

*Brunswick*  
(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

**ATTACHMENT H****CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
(SUB RECIPIENTS OTHER THAN INDIVIDUALS)**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

5325 Old Ocean Highway

Building C

Bolivia, NC 28422

County Name

Brunswick

Printed Name and Title

Signature

Date

**ATTACHMENT I****CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Or alternatively, state:

\_\_\_\_\_  
I am unable to certify to the above statement. My explanation is attached.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

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**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-G

**FROM:** Anthony Marzano, Emergency Services  
Director  
Ext. # 2564

**MEETING DATE:** 3/18/13

**DATE SUBMITTED:** 2/26/13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Request that the Board of Commissioners approve the attached Supplemental Emergency Management Performance Grant (EMPG) Memorandum of Agreement Amendment for Brunswick County.

Activities for this grant have already been completed. This is the supplemental portion of the 2012 EMPG for additional activities completed in addition to the required ones.

Additionally we request the Finance Director to sign the cost report associated with this grant.

---

**BACKGROUND/PURPOSE OF REQUEST:**

The Brunswick County Emergency Management Office has received an additional \$14,877.88 in supplemental grant funding to assist our office with developing and maintaining a comprehensive emergency management program. The objectives that were agreed upon with the original request for grant funding have been completed and approved by the State Office of Emergency Management. All other performance items such as satellite radio performance checks and scheduling disaster exercises are included in our scope of work for this current fiscal year.

The funds associated with this grant will assist our department with the purchase of additional response and preparedness equipment necessary to perform our job duties. This included costs associated with plan development, training to develop Type IV Incident Management Teams and Swift Water Rescue Teams, and updating existing plans as required by this agreement. We request that the revenue of \$14,877.88 be made available to our department for this purpose.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☒ YES ☐ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☒ YES ☐ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

**General Fund-Emergency Management**

**Revenues:**

EMPG Revenues	104330-331036	\$14,878
---------------	---------------	----------

**Expenditures:**

EMPG Expenditures

104330-449814

\$14,878

The budget amendment above is to appropriate \$14,878 of Supplemental Emergency Management Performance Grant (EMPG) awarded to Brunswick County.

---

**CONTRACTS/AGREEMENTS:****REVIEWED BY COUNTY ATTORNEY:**☒ YES☐ NO☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve Supplemental Emergency Management Performance Grant Memorandum of Agreement and the Associated Budget Amendment.

---

**ATTACHMENTS:**

1. EMPG Grant Award Amendment
  2. Cost Report - To be signed by Finance Director
  3.
- 

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

---

**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**



# North Carolina Department of Public Safety

## Emergency Management

Pat McCrory, Governor  
Kieran J. Shanahan, Secretary

### 2012

#### EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

#### GRANT AWARD AND MEMORANDUM OF AGREEMENT AMENDMENT

Grantee: BRUNSWICK COUNTY EMERGENCY SERVICES

Federal ID Number 56-6000278-A

2012 Federal/State EMPG Base Amount: \$35,000.00

CFDA #: 97.042

2012 Federal/State EMPG Optional Amount \$14,877.88

Account No.: 1901-53690200012-1500801635HD 50% Federal Funds SATCOM Deductions: \$0.00

Date of Award: See Page 3 - Effective Date

Total 2012 EMPG Grant Amount: **\$49,877.88**

THIS AMENDMENT TO THE GRANT AWARD AND MEMORANDUM OF AGREEMENT is entered into by and between the **State of North Carolina, Department of Public Safety, North Carolina Emergency Management, Raleigh, North Carolina** (hereinafter referred to as the GRANTOR), and the

#### BRUNSWICK COUNTY EMERGENCY SERVICES

(hereinafter referred to as the GRANTEE).

#### WITNESSETH

That WHEREAS, on October 1, 2011 the parties entered into a Grant Award and Memorandum of Agreement wherein GRANTOR provided funds from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), for Emergency Management Performance Grant Program project DHS-12-GPD-042-004-01;

And WHEREAS, the parties wish to modify the provisions of the prior Grant Award and Memorandum of Agreement by this amendment.

Therefore, in consideration of the payments that have already been made on the original Grant Award and Memorandum of Agreement and in further consideration of the promises and agreements that follow, the GRANTOR and the GRANTEE do mutually agree that the prior Grant Award and Memorandum of Agreement of the parties is changed in the following respects only:

2012 EMPG Grant Award Amendment  
page 1

**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh, NC 27699-4236  
www.ncem.org



*An Equal Opportunity/Affirmative Action Employer*

**OFFICE LOCATION:**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685

*A Nationally Accredited Agency*

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**Compensation.** Grantor agrees that it will pay the Grantee as indicated above as complete and total compensation for the services to be rendered by the Grantee. Payment to the Grantee for expenditures under this Agreement will be reimbursed after the Grantee's cost report is submitted and approved for eligible work. The original signed copy of this Award and MOA Amendment must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than April 12, 2013. The grant award and MOA amendment shall be effective upon return of this form and final approval by North Carolina Emergency Management of the EMPG Grant Activities.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all Universal work activities and up to six Optional work activities are completed.

Grantee will perform all Universal work activities and up to six Optional work activities identified in the 2012 EMPG Activity Directory which is a part of the 2012 EMPG application packet, incorporated by reference herein.

**It is expressly agreed by the parties that this Grant Award and Memorandum of Agreement Amendment is supplemental to the Grant Award and Memorandum of Agreement executed on \_\_\_\_\_, \_\_\_\_ attached and incorporated by reference herein, and all terms, conditions, and provisions of the original Grant Award and Memorandum of Agreement, unless specifically modified by this amendment, are to apply to this Grant Award and Memorandum of Agreement Amendment and are made a part of this agreement as though expressly included.**

IN WITNESS WHEREOF, the GRANTOR and the GRANTEE have each executed this Agreement, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Accepted for the Grantee

Accepted for the Grantor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Michael A. Sprayberry, Acting Director  
North Carolina Emergency Management

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Frank Perry, Commissioner of Law Enforcement  
Department of Public Safety

\_\_\_\_\_  
Date

\_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marvin L. Mervin, Controller  
Department of Public Safety

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

WILLIAM POLK, SPECIAL COUNSEL  
REVIEWED FOR THE DEPARTMENT OF  
PUBLIC SAFETY, BY WILLIAM POLK,  
DPS SPECIAL COUNSEL, TO FULFILL THE  
PURPOSES OF THE US DEPARTMENT OF  
HOMELAND SECURITY GRANT PROGRAMS



**THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK PERRY, COMMISSIONER OF LAW ENFORCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE EMPG OR STATE HOMELAND SECURITY GRANT PROGRAMS FOR OTHER FISCAL YEARS.**

STATE OF NORTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY



North Carolina Emergency Management  
Physical Address: 1636 Gold Star Drive, Raleigh, NC 27607-3371  
Mailing Address: 4236 Mail Service Center, Raleigh, NC 27699-4236



**COST REPORT 2 - FISCAL YEAR 2012  
EMERGENCY MANAGEMENT  
PERFORMANCE GRANT**

Grantee: BRUNSWICK COUNTY EMERGENCY SERVICES  
Address: 3325 OLD OCEAN HIGHWAY, BUILDING C  
BOLIVIA NC 28422-  
Federal ID No.: 56-6000278-A  
Account No.: 1901-53690200012-1500801635HD  
Grant Period: 10/01/11-09/30/13  
Project: EMPG  
Grant File No: EMPG-2012-37019 Branch: Eastern

Funding Worksheet	2012 EMPG Final Amount	Universal Amount (Previously Paid)	Optional Amount	SATCOM Deductions	Balance to be Paid
Federal/State	\$49,877.88	\$35,000.00	\$14,877.88	\$0.00	\$14,877.88
Local Match	\$49,877.88	\$35,000.00	\$14,877.88	\$0.00	\$14,877.88
Total	<b>\$99,755.76</b>	\$70,000.00	\$29,755.76	\$0.00	<b>\$29,755.76</b>

This Final Cost Report reflects completed and approved Optional amounts by your Emergency Management program minus SATCOM Deductions to give a final Balance to be Paid amount. SATCOM Deductions are from January 1, 2011 to December 31, 2011 and reflect additional charges over the base amount per month. This Optional Amount can be used for enhancing your local emergency management program.

This Cost Report require appropriate signatures and return to the state for payment. Payment will be made once all signatures have been completed and processed. This funding reimburses your county for eligible EMPG work.

**Certification:**

I certify the above are correct, based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

Brunswick COUNTY Finance Officer Authorized Signature

Date

BRUNSWICK COUNTY EMERGENCY SERVICES Authorized Signature

Date

North Carolina Emergency Management Deputy Director's Approval Signature

Date

Department of Public Safety Controller's Office Approval

Date



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

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**TO:** Marty K. Lawing, County Manager

**FROM:** J. Leslie Bell, AICP, HDPF  
Planning & Community Development  
Ext. # 2033

**ACTION ITEM #:** V-H  
**MEETING DATE:** 18-Mar-13  
**DATE SUBMITTED:** 08-Mar-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Request Board approval in re-allocating the remaining balance (\$19,874) of \$20,699 approved by the Board of Commissioners on 07-May-12 and an additional \$21,589 to replace the existing single-wide mobile home located at 927 J-N-E Lane, Shallotte with a donated stick-built home.

---

**BACKGROUND/PURPOSE OF REQUEST:**

Mr. and Mrs. Elbert Johnson was a 2009 Urgent Repair grant client whose 1980 single-wide mobile home received housing rehabilitation in the form of five windows, partially new siding and roof repair. The NC Housing Finance Agency Urgent Repair Grant offers specific housing repairs for life and health-threatening concerns to "special needs" homeowners who fall within established income limits. Due to poor workmanship based on the severity of the rehabilitation needed, the roof and windows have leaked, causing extensive damage and mold infestation inside the home. In 2009 and although \$20,699 was requested and approved by the Board of Commissioners to perform much more substantial work based on the lowest responsive bid submitted, it became clear that exploring the possibility of a replacement home seemed feasible based on the cost of additional repair, age of single-wide mobile home and Mrs. Johnson's physical disability as a single-limb amputee. Additionally (and although), Mr. and Mrs. Johnson are on the Planning and Community Department's Community Development Block Grant Scattered Site home replacement list, funding for this grant program during the last cycle has been reduced substantially by approximately fifty percent (50%) with a waiting list of seventeen (17) clients.

During the latter part of 2012 and following an extensive search by staff for alternative housing options for the Johnsons, the owner of the home located at 10164 Beach Drive SW Calabash, NC 28467 indicated that she desired to donate her home to a family if re-locating costs were paid. The home has been inspected by the Johnson's, Department staff, a contractor, and the Brunswick County Chief Building Inspector and found to be in good condition. The existing single-wide mobile home currently owned by the Johnson's will be demolished while the stick-built home being donated will be relocated to 927 J-N-E Lane, Shallotte, NC, retrofitted and completed for move in by the Johnsons (estimated time frame is approximately 30 days). Vocational Rehabilitation of Wilmington, NC will be working with the clients and the Planning and Community Development Department to try to provide bathroom rehabilitation, as needed, at no cost to Brunswick County.

All funds being requested (estimated budget and bids/quotes attached) are from unallocated administrative closed grant funds (104907-439911) and follow the existing policy of reinvesting these funds due to good stewardship and budgeting back into the program to assist local citizens with housing needs and emergency housing repair. Request also includes twenty percent (20%) contingency.

---

**FISCAL IMPACT:**

BUDGET AMENDMENT REQUIRED:

☐ YES ☒ NO

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:

☐ YES ☒ NO

PRE-AUDIT CERTIFICATION REQUIRED:

☒ YES ☐ NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

☐ YES ☒ NO

## CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY:

☐ YES ☒ NO☐ N/A

## ADVISORY BOARD RECOMMENDATION:

## COUNTY MANAGER'S RECOMMENDATION:

Approve Reallocation of \$19,874 and an additional application of \$21,589 from unallocated CDBG Administrative funds to replace home at 927 J-N-E Lane in Shallotte.

## ATTACHMENTS:

1. Project Budget and Corresponding Estimates.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

Elbert Johnson  
 927 J-N-E Lane  
 Shallotte, NC  
 03/05/2013

**ESTIMATED COST FOR HOUSE RELOCATION**

\$ FREE	House Donation (Bent Tree)
\$ 19,000.00	Moving , Cleaning Up foundation and laying a new foundation
\$ 100.00	Ramp (re-attach)
\$ 300.00	Septic recheck (Completed)
\$ 300.00	Well recheck
\$ 150.00	Set-Up permit fee
\$ 790.00	Plumbing permit fee and reconnect
\$ 40.00	Mechanical / Electrical permit fee
\$ 1,200.00	Upgrade electrical and reconnect
\$ 645.00	Underground electric Fee( BEMC)
\$ 400.00	HVAC reconnect
\$ 8,300.00	Trim out and Installation of New Vinyl floor covering and underlayment in all rooms
\$ 340.00	Storage 2 Months
\$ 1,650.00	Demolition & Removal of existing single-wide mobile home.
\$ 2,025.00	Rental for 60 days ( Note: \$675.00 Deposit Fee will be returned) rental 1 <sup>st</sup> month @\$675.00 2 <sup>nd</sup> month @\$ 675.00 – This includes the electricity
\$ 35,240.00	Sub-Total Cost
<u>\$ 7,048.00</u>	20% Contingency
\$ 42,288.00	Total Cost
<u>- \$20,699.00</u>	Previously Approved (reallocate)
\$ 21,589.00	Remaining – County Contribution

☐

Projected delivery for Storage Unit from AAAA March- 19, 2013

- The family is packed and ready for Storage.

☐

Projected 2 month rental with Sloane Realty Vacations begins April 1, 2013

- The Johnson's are pleased with the location and unit.

☐

Projected date of Demolition& Removal of the Johnson's home April 2, 2013

☐

Projected time for Contractor/Milligan to begin is April 8, 2013

- Prep – work for the foundation – 4/8/13
- Foundation Work – 4/9 thru 4/12/2013
- Moving the house April 15<sup>th</sup> or before .

# Milligan House Movers, Inc

2115 Swamp Fox Hwy East  
Tabor City, NC 28463

Phone (910)653-2272

Fax (910)653-2272

To: Eric Smith

FAX 910-253-2437

We are pleased to submit the following bid:

Job Description: Move house Bentree plantation  
Brunswick County

DATE	DESCRIPTION	CHARGES	TOTAL
2-11-13	Move house, Bentree plantation		
	Clean-up foundation new foundation	19,000 <sup>00</sup>	
	Price based on conversation with: Eric Smith.		
	Bid good for 60 days		\$19,000 <sup>00</sup>

Bid submitted by: Patrick Milligan  
We Appreciate Your Business. Thank You.

*Patrick Milligan*

# ~ H & H BUILDERS ~

## JOHNSON RESIDENCE

**DATE:** 01-04-2013

**TO:**

Brunswick County Planning & Community Development  
ATTN: Eric Smith  
PO Box 249, Bolivia, NC 28422

**CONTRACTOR:**

H&H Builders  
286 Edgewater Dr.  
Shallotte, NC. 28470  
Contractors ID/SS #: 238-29-8283  
phone: 910.622.1179

**OWNERS NAME:** Elbert Johnson

**PROPERTY ADDRESS:** 927 J&E Lane Shallotte NC 28470

**CONTRACT DATE:** 01-04-2013

**DESCRIPTION:**

Proposal For Flooring Through-Out House  
Elbert Johnson 927 J&E Lane Shallotte Nc 28470

Install 5/8 underlayment plywood = Materials & labor \$2800.00

Install Laminate Flooring, Living room, Foyer, Dining and Den. Materials & Labor  
\$1700.00

Install Carpet in Hallway, Bedrooms. Materials & Labor \$1500.00

Install Vinyl in Bathrooms & Kitchen. Materials & Labor \$1200.00

**Total AMOUNT:**

**\$7200.00**

Called 1-11-2013 Per. Mr. Hewett  
Shoe molding & baseboard price,  
\$950.00

8,150.00  
3/1/13

THANK YOU FOR YOUR BUSINESS  
PLEASE CONTACT US AT THE NUMBER ABOVE WITH ANY QUESTIONS.

Spoke w/ 3/5/13  
Price is now good @ \$8,150.00  
Spoke with Hewett Construction  
on 3/7/2013 and \$150.00  
additional for 15 window  
units to be removed  
from windows.  
3/8/2013





Brunswick County Planning and Community Development  
P.O. Box 249  
75 Courthouse Drive N.E., Bldg I  
Bolivia NC 28422

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J. LESLIE BELL, AICP, HDFP  
Director

LOUISE MCGARVA  
Community Development Administrator

Date: 3/5/13

Client : Elbert Johnson

Address: 927 J & E LN, SW, Shallotte, NC

Scope of Work: Storage Unit

Contractors	Delivery & Pick Up	8'x40' Containers	Month To Month Leasing	Dry Storage Trailers	Price
AAAA Storage	YES Fee \$180.00	YES	YES	YES	\$340.00 @ 80.00 Monthly X 2 months (fee)
Tidewater Storage	YES Fee \$190.00	YES	YES	YES	\$440.00 @125.00 Monthly x 2 months (fee)

☒ Spoke by phone

☐ Office visit

☐ Fax/ Mail

Additional Comments: Please award this contract to AAAA Storage- Eric L. Smith, Sr. Asst. CDA

Approved: \_\_\_\_\_

J. Leslie Bell, Director

\_\_\_\_\_

Date

## Estimate

[illegible]

173

BRUNSWICK COUNTY										12/12/2012 11:37:27 AM									
<b>VICTORIA'S RAGPATCH INC</b> 5531 SW BEACH DR 50749860										Return/Appeal Notes: 2440-0-007-13 UNIQ ID 122114 ID NO: 107507595628									
Reval Year: 2011 Tax Year: 2013 1 AC Appraised by A2 on 03/03/2010 C639 OIB MAINLAND										CARD NO. 1 of 1 1.000 AC TW-06 SRC= C-00 EX-AT- LAST ACTION 20120629									
<b>CONSTRUCTION DETAIL</b>										<b>MARKET VALUE</b>									
Foundation - 4 Con Ftg/Crawl 5.00 Sub Floor System - 4 Plywd/Ptl bd 8.00 Exterior Walls - 09 Wood on Sheathing or Plywood 30.00 Roofing Structure - 03 Gable 7.00 Roofing Cover - 03 Composition Shingle 3.00 Interior Wall Construction - 5 Drywall/Sheetrock 21.00 Interior Floor Cover - 08 Vinyl 7.00 Heating Fuel - 04 Electric 1.00 Heating Type - 09 Heat Pump Only 4.00 Air Conditioning Type - 03 Central 4.00 Bedrooms/Bathrooms/Half-Bathrooms 3/2/0 12.000 Bedrooms BAS - 3 FUS - 0 LL - 0 Bathrooms BAS - 2 FUS - 0 LL - 0 <b>TOTAL POINT VALUE</b> 102.000										BRUNSWICK COUNTY (100), SHALLOTTE PT FIRE (100) TYPE: SINGLE FAMILY RESIDENTIAL SFR CONSTRUCTION STORIES: 1 - 1.0 Story									
<b>BUILDING ADJUSTMENTS</b> Size 0.9700 Quality 1.0000 Shape/Design 1.0000 <b>TOTAL ADJUSTMENT FACTOR</b> 0.970 <b>TOTAL QUALITY INDEX</b> 99										<b>DEPRECIATION</b> Standard 0.29000 % GOOD 71.0									
<b>CORRELATION OF VALUE</b> CREDENCE TO MARKET DEPR. BUILDING VALUE - CARD 119,880 DEPR. OB/XF VALUE - CARD 11,260 MARKET LAND VALUE - CARD 93,750 <b>TOTAL MARKET VALUE - CARD</b> 224,890 <b>TOTAL APPRAISED VALUE - CARD</b> 224,890 <b>TOTAL APPRAISED VALUE - PARCEL</b> 224,889 <b>TOTAL PRESENT USE VALUE - PARCEL</b> 0 <b>TOTAL VALUE DEFERRED - PARCEL</b> 0 <b>TOTAL TAXABLE VALUE - PARCEL</b> 224,889										<b>PRIOR</b> BUILDING VALUE 135,590 OBXF VALUE 0 LAND VALUE 93,750 PRESENT USE VALUE 0 DEFERRED VALUE 0 <b>TOTAL VALUE</b> 242,490									
<b>PERMIT</b> CODE DATE NOTE NUMBER AMOUNT										<b>SALES DATA</b> OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE 013350588 10/1999 WD Q I 175000									
<b>HEATED AREA</b> 1,792										<b>NOTES</b> FC BY 62 11-29-82 MRS. HEWETT REVAL ST#045803 07ST#38938									
<b>SUBAREA</b> TYPE GS AREA % RPL CS BAS 1,792 100 133056 FGD 624 050 23166 FOP 568 030 12623 <b>TOTAL OB/XF VALUE</b> 11,259										<b>UNIT PRICE</b> SHOP (BR/FR/CBL) 18.00 GREENHOUSE (COMM) 5.00 CONCRETE PAVING 3.50									
<b>LAND INFORMATION</b> HIGHEST AND BEST USE 0700 CLD 200 200 1.0000 0 1.2500 <b>TOTAL MARKET LAND DATA</b> 1.000 <b>TOTAL PRESENT USE DATA</b>										<b>OTHER ADJUSTMENTS AND NOTES</b> ROAD LAND UNIT TOTAL LAND UNIT TYPE PRICE UNITS TYP ADJUST PS 75,000.00 1.000 AC 1.250 93,750.00 93750									



Brunswick County Planning and Community Development  
P.O. Box 249  
75 Courthouse Drive N.E., Bldg I  
Bolivia NC 28422

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J. LESLIE BELL, AICP, HDPF  
Director

LOUISE MCGARVA  
Community Development Administrator

Date: 2/15/13

Client Name: Mr. Elbert Johnson

Address: 927 J & E Lane, SW, Shallotte, NC

Scope of Work: Demolition & Removal

Contractors	Demolition	Debris Removal	Hauling	Landfill	Price
Sibbett's Hauling, Inc	Yes	Yes	Yes	Yes	\$1,650.00 EPL
Marlowe's Enterprise	Yes	Yes	Yes	Yes	\$ 3,500.00 Per Phone 2/15/13
Toney Lewis	No Bid	No Bid	No Bid	No Bid	No Bid

Additional Comments: Please award this contract to Sibbett's Hauling, Inc. - Eric L. Smith, Sr. Asst. CDA

EPL

Approved: \_\_\_\_\_

J. Leslie Bell, Director

\_\_\_\_\_  
Date

## Estimate

[illegible]



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

158

**TO:** Board of Commissioners  
**FROM:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-I  
**MEETING DATE:** 3-18-13  
**DATE SUBMITTED:** 3-11-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Request from the Cape Fear Regional Jetport to Advance Funds for the Construction of an Aircraft Storage Building to be Repaid over Two Years.

---

**BACKGROUND/PURPOSE OF REQUEST:**

John Ramsey, the Chairman of the Cape Fear Regional Jetport Commission has submitted a letter requesting funding to construct a 100' x 100' aircraft storage building. The Airport Commission is proposing to use the FAA Non-Primary Entitlement Funds for FY 2012 and FY 2013 to reimburse the county for the capital costs.

In prior years, the county has appropriated funds for the airport's capital needs. Due to their success in obtaining grant funds beyond their initial projections a significant amount of the money has not been expended, but remains earmarked for airport capital projects. No additional appropriation of funds is needed if the Board approves the use of previously appropriated funds for the purpose of constructing the aircraft storage facility. The total amount of funds previously appropriated and committed for airport capital projects is \$716,313.99.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve the Use of Previously Appropriated Funds for the Construction of a 100' x 100' Aircraft Storage Building.

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**ATTACHMENTS:**

1. Letter from John Ramsey
2. Letter from Richard J. Walls, P.E., NCDOT Aviation Director
3. \_\_\_\_\_

---

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

CAPE FEAR REGIONAL JETPORT  
4019 LONG BEACH ROAD  
OAK ISLAND, N.C. 28461  
910-457-6483  
FAX 910-457-6460

Brunswick County  
Board of Commissioners  
March 8, 2013

Dear Commissioners,

The Brunswick County Airport Commissioners would like to request the advance of \$300,000.00 to build a much needed 100 x 100 aircraft storage building.

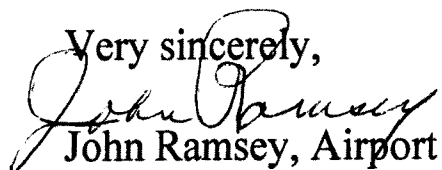
This facility will give a return to the airport of \$30,000.00 a year and provide added space for an Avionics shop and aircraft maintenance facility which will increase three high salary paying jobs.

The \$300,000.00 will be reimbursed by FAA Grant Vision 100. \$150,000.00 will be repaid in 2013, and \$150,000.00 will be repaid in 2014.

Mr. Richard J. Walls, Aviation Director NCDOT, has given a letter to the Airport Commission stating these funds are reimbursable. Mr. Walls understands our definite need for this facility.

This has been done for other airports in the past.

Very sincerely,

  
John Ramsey, Airport Chairman





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STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

December 28, 2012

Mr. John Ramsey  
Brunswick County Airport Commission  
4109 Long Beach Road  
Oak Island, North Carolina 28465

RE: Cape Fear Regional Airport  
New Corporate Hanger

Dear Mr. Ramsey:

Thank for your letter to dated November 20, 2012 pertaining to the new Corporate Hanger. Provided the project meets all the eligibility and compliance requirements, the Division of Aviation take no issue with using your FAA Non-Primary Entitlement funds for FY2012 and future FY2013 for a new corporate hanger.

Please coordinate with your DOT Airport Project Manager, Mrs. Kathy Vollert on this and all funding issues. Thank you again and know how much I appreciate your leadership in promoting general aviation in North Carolina.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard J. Walls".

Richard J. Walls, P.E.  
Aviation Director – NCDOT

cc: Howie Franklin, Airport Manager  
Kathy Vollert, NCDOT  
Bobby Walston, NCDOT



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

160

**TO:** Marty K. Lawing, County Manager

**FROM:** Jim Pryor, Director of Parks & Recreation  
Ext. # 2671

**ACTION ITEM #:** V-J

**MEETING DATE:** 3-18-13

**DATE SUBMITTED:** 3-11-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Staff recommends approval to enter into a service agreement with Eastern Environmental, Inc. for mold remediation at Cedar Grove field house and approve the necessary budget amendment.

---

**BACKGROUND/PURPOSE OF REQUEST:**

An environmental assessment was performed at Cedar Grove Park field house to determine mold spore levels within the conditioned spaces due to evidence of mold growth. An executive summary is attached to this item for review. During the assessment air and surface samples were collected for testing. The following conclusions were generated from the assessment.

Floor and ceiling tiles in the restrooms and concession areas have mold growth. The indoor mold growth has resulted in excessive levels within the ambient air. The growth identified is considered to be a strong allergen and areas impacted should not be used until proper remediation is done to restore acceptable environmental conditions. Removal of water and/or mold damaged material should be performed by a qualified remediation professional. Further corrective measures should be taken to further impede growth.

Proposals were received for remediation, based on the findings outlined in the assessment. Staff recommends the proposal provided by Eastern Environmental, Inc. (EEI), for \$19,487.00 with an alternate plan in place for removing and disposing of wall board or sheetrock where needed, that was not exposed during the initial assessment for \$2,500. The County has worked with EEI on projects of this type in the past successfully, where minimal disruption to park activities and employees were achieved.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:** ☒ YES ☐ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☒ YES ☐ NO

Adequate unencumbered funds exist in the operation services budget to fund the recommended proposal. A budget transfer is recommended to be made from repair and maintenance equipment 104280-435200 to repair and maintenance building 104280-435100 in the amount of \$22,000.

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve the service agreement with Eastern Environmental, Inc.

---

**ATTACHMENTS:**

1. Air Quality Analytical Executive Summary (2pgs)
  2. Eastern Environmental, Inc. proposal (2pgs)
  3. \_\_\_\_\_
- 

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

---

**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**

# Eastern Environmental Inc.

Asbestos • Lead Paint • Mold • HazMat • Demolition

25224 US Hwy. 17 North Hampstead, NC 28443 • Office: 910-329-1129 • Cell: 910-617-7821 • Fax: 910-329-1149

Date: February 18, 2013

TO: Greg White  
Brunswick Co. Parks and Recreation  
P.O. Box 249  
Bolivia, NC 28422

Location of work – **CEDAR GROVE PARK  
SUPPLY, NC  
MOLD REMEDIATION**

Dear Greg:

Eastern Environmental, Inc. is pleased to submit the following proposal which includes pricing, scope of services, project schedule, payment terms and notes and clarifications that relate to the above referenced project. It is our intent to remain flexible with respect to alternatives and options that may be of interest to you during your evaluation of this proposal.

## **PRICING**

---

Eastern Environmental, Inc. shall furnish all supervision, labor, consumable materials, tools, equipment, warehousing, employee certification, medical surveillance, personnel air monitoring and subsistence to perform the Scope of Services below.

**\$19,487.00 BASE BID**

**\$2,500.00 ALTERNATE**

## **SCOPE OF SERVICES**

---

- Isolate the building by sealing all openings and penetrations
- Install a sufficient number of HEPA air filtration machines and dehumidifiers throughout
- Removal of all ceiling tile
- Removal of all flexible duct
- Provide a thorough cleaning of the ceiling grid
- Provide a thorough cleaning of the ceiling cavity, beams, joists, etc...
- Provide a thorough cleaning of the AHU
- Provide a thorough cleaning of the entire building, including walls, floors, furniture, etc...
- Allow the air filtration machines and dehumidifiers run for 24 hours and wait for testing results (by others)
- Supply and install new flexible insulated duct
- Supply and install new 24"x24" Armstrong Fissured Ceiling Tile
- Proper disposal of all waste

## ALTERNATE SCOPE OF WORK:

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- Removal and disposal of plastic wall panels and damaged drywall

## PROJECT NOTES AND CLARIFICATIONS

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1. The base bid has been priced to commence in a continuous and on-going manner. Work schedule to be 8:00 AM – 5:00 PM Mon - Fri until the project is completed.
2. Disposal of the waste will be made at the Brunswick Co. Landfill. A manifest will accompany each load that is transported to the facility and will be made available to the owner/generator.
3. Water and electricity are to be provided at the work site by others.
4. Pricing does not include the price of an industrial hygiene firm to conduct clearance air sampling.

## TERMS & CONDITIONS

---

1. Eastern Environmental, Inc. has priced this proposal utilizing our standard insurance limits of 1 million general liability and 2 million aggregate. Additional coverage may be obtained and additional fees may apply.
2. Payment terms of **NET 30** are contractually binding for the scope of this project, regardless of the payment terms agreed to between your firm and the owner or client. Billing terms are one-hundred percent (100%) of the contract value of materials delivered and labor performed to date.
3. The terms of this proposal shall be null and void if not accepted within 30 days unless officially extended in writing.

Prepared by:  \_\_\_\_\_  
Dan Broadhead, President

Date: March 12, 2013

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**Executive Summary:** The usage of HVAC systems below or above recommended settings (ASHRAE recommends 72-28° F year-round) can also affect the amount of condensation that occurs within a building. Metal roofed buildings with continuous batt-insulation with or without dropped ceilings are problematic in their design as the amount of insulation applied to the ceiling is generally inadequate to stop later heat from entering through the roof deck. Air flow between ceiling tiles and the non-conditioned spaces between the ceiling and the roof allow condensation where cold air seeps into the non-conditioned space that generally is hotter than the conditioned space.

When the air in the conditioned spaces is too cool condensation will occur on cooler surfaces. This is also true above the dropped ceilings whereby the supply duct lines are significantly cooler than the surrounding air resulting in condensation. Controlling the thermostat settings will help to impede future mold growth in these areas.

**Recommendations:** The following recommendations are provided:

1. Shut the HVAC system(s) down prior to initiating remediation preparations. Install refrigerant dehumidification throughout the building where necessary to condition air during non-usage of the HVAC system.
2. Install temporary large capacity HEPA filtration units within the locations where mold growth is present. Exhaust the HEPA filtration units to the outside of the building.
3. Remove ceiling tiles and place into 6-mil poly bags or wrap with 6-mil polyethylene. Seal bags or poly with duct tape.
4. Clean and disinfect all surface areas within the room areas via HEPA vacuuming and wet-wiping with an EPA registered disinfectant (e.g. Quaternary ammonia). Repeat the process 2-3 times. Floor tiles should be scrubbed to remove mold growth.
5. Remove all flex duct and dispose. Clean and disinfect the AHU with an EPA registered HVAC disinfectant.
6. Allow HEPA filtration to run for 12-24 hours subsequent to completion of remediation activities.
7. Post Remediation Verification (PRV) inspection and air testing should be conducted by a Certified Indoor Environmental Professional to determine that remediation activities were adequate and successful in removing mold and that mold spores were not dispersed by the remediation activities.
8. **Corrective measures:**
  - a. Re-install flex duct per current 2009 NC Building Code requirements. Ensure that all ductwork is sealed with mastic or mastic tape. Consider utilizing a greater than required R-value flex duct insulation to impede the potential for condensation. Ensure that ductwork is not crimped, compressed, laying directly on ceiling tiles, or abutting other duct lines, as these conditions also promote condensation.
  - b. Roof drains should drain a minimum of 20 feet from the foundation of the building. Water should be diverted from the foundation via French drain if other diversion techniques are not effective.

- a. An engineering study should be performed to identify indoor humidity control measures. Two such measures are provided:
  - I. Conditioning the air above the dropped ceiling
  - II. Exhausting hot air via heat controlled roof vent fans with make-up air provided from the conditioned spaces.

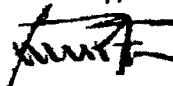
Closing Statements: It is important that changes in occupancy, remodeling, maintenance procedures, the condition of the building envelope (roof and siding) and HVAC function and many other factors can have a significant effect on indoor air quality (IAQ). Maintaining acceptable IAQ is an ongoing effort and must be monitored continually to be effective.

The results of the tests represent conditions only at the time testing or sampling occurred. Thus, this report should not be relied upon to represent conditions on dates other than those reported and does not imply that the facility is free of these or other contaminants.

Our opinions are based on findings and upon our professional expertise with no warranty or guarantee implied herein. This report is intended for the sole use of your party and its assigned agents.

Thank you for the opportunity to provide you with our services. If you have any questions or concerns regarding this letter or sample results provided, please do not hesitate to call.

Sincerely,



Electronically Signed by:  
John R. Folger  
CIE No. 00536  
CIEC No. 0607095  
February 14, 2013

John Folger, CIE, CIEC



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

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**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-K

**FROM:** Ann Hardy

**MEETING DATE:** 3/18/2013

Ext. # 2060

**DATE SUBMITTED:** 3/11/2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

NCDOT and Brunswick County and Calabash Volunteer Fire Department Locally Administered Project State Public Access Agreement-For Approval

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**BACKGROUND/PURPOSE OF REQUEST:**

**Background**

The NCDOT and the Calabash VFD are working to make improvements consisting of a driveway for the Calabash Fire Department. The NCDOT will provide the County with grant funds to provide the VFD as a reimbursement for the paid invoice related to the project.

**Current Situation**

NCDOT staff members are preparing the cost estimate and will draft a 3 party agreement to be executed by the VFD, NCDOT and the County. At this time, the NCDOT is requesting that the commissioners resolve to handle the exchange of funds from NCDOT once the project is complete and invoiced. The agreement will be provided to the commissioners for approval at a later date.

**Recommendation**

Staff recommends that the Brunswick County Board of Commissioners resolve that they plan to enter into a three party agreement with the NCDOT and Calabash VFD related to the NCDOT providing grant funds for driveway improvements at the VFD's new station and that Brunswick County will accept the funds from the State and then provide the grant funds to the Calabash VFD.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---



**COUNTY MANAGER'S RECOMMENDATION:**

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**ATTACHMENTS:**

1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

\_\_\_\_\_

**ATTEST:****CLERK TO THE BOARD**\_\_\_\_\_  
**SIGNATURE****OTHER:**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

168

**TO:** Marty K. Lawing, County Manager

**FROM:** J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

**ACTION ITEM #:** VI-1

**MEETING DATE:** 18-Mar-13

**DATE SUBMITTED:** 12-Mar-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Board of Commissioners' guidance regarding Planning Board Public Hearings, Mailed Notifications, and Newspaper Notifications

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**BACKGROUND/PURPOSE OF REQUEST:**

Recently, the Brunswick County Planning Board has expressed interest in inquiring if the Board of County Commissioners would like to continue the current practice of holding Public Hearings for rezonings and text amendments at the Planning Board level and prior to a recommendation to the Board of County Commissioners. Currently, NCGS 153A-344 requires that subsequent to initial adoption of the County's Unified Development Ordinance (UDO), all proposed amendments to either the UDO or zoning map shall be submitted to the Planning Board for review and comment *only*. Currently, the UDO requires a Planning Board Public Hearing. Both text amendments and rezonings are published once per week for two successive calendar weeks, with notice published the first time not less than ten (10) days nor more than twenty-five (25) days before the Public Hearing (special notification procedures are in place for military bases, where applicable). Advertising for rezonings provides notice but adds cost.

Secondly, NCGS 153A-343 provides for the Board of Commissioners that whenever there is a zoning map amendment (e.g., rezoning) that the owner and adjacent property owners as shown on the County tax listing be notified via US mail, first class (except for a county-initiated zoning map amendment), at least ten (10) days but not more than twenty-five (25) days prior to the date of the Board of Commissioners' Public Hearing. However, when the map amendment directly affects more than fifty (50) properties owned by at least fifty (50) different property owners, the County may elect to notify property owners who reside in the general circulation area of a newspaper(s) by publishing a ½ page advertisement (minimum size) once a week for two (2) successive weeks, with first advertisement published not less than ten (10) days nor more than 25 days before the date of the Public Hearing. As customary, both the State Port Pilot and Brunswick Beacon are considered newspapers with a general circulation area of Brunswick County. Those property owners outside the general circulation area must be notified via first class US mail. The property(ies) subject to the rezoning also must be posted with a notice of the Public Hearing.

The Planning Board has continued the practice holding a Public Hearing since the adoption of zoning in 1994, notification via 1<sup>st</sup> class US mail while also advertising in the newspaper and typically not utilizing the alternative of ½ page advertisements, when this provision could be applied. The Board of Commissioners in 2007 opted for the alternative ½ page advertisement for those property owners residing in Brunswick County, when adopting the UDO. First class US mail provides notice and adds cost, while the ½ page advertisement may cost relatively less and does not require as much staff time to prepare.

At question is the following:

1. Is it the desire of the Board of Commissioners to have the Planning Board continue with current

practice of holding Public Hearings (using NCGS statutes for Board of Commissioners' notification procedures) for both map and text amendments?

2. If so and in instances where the alternative published notification can be utilized, is it the Board of Commissioners' desire for the Planning Board to use this method instead of the 1<sup>st</sup> class US mailed notice, as notification of the Planning Board's Public Hearing?
3. If not, and in instances where the alternative published notification can be utilized, is it the Board of Commissioners' desire for the Board of Commissioners to use this alternative method instead of the 1<sup>st</sup> class US mailed notice?

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☒ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

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**ATTACHMENTS:**

1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. \_\_\_\_\_
  7. \_\_\_\_\_
  8. \_\_\_\_\_
  9. \_\_\_\_\_
  10. \_\_\_\_\_
-

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:****ATTEST:****CLERK TO THE BOARD**\_\_\_\_\_  
**SIGNATURE****OTHER:**



171

**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** VI-2

**FROM:** Brigit Flora, PE  
Ext. # 2405

**MEETING DATE:** 3/18/13

**DATE SUBMITTED:** 3/6/13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Approve Change Order #1 on the Old Shallotte Road Waterline construction contract with McArthur Construction for construction of the Green Bay Road Interconnect. Change Order #1 will add \$329,553.28 to the original contract of \$833,449.17 for a total contract amount of \$1,163,002.45.

---

**BACKGROUND/PURPOSE OF REQUEST:**

The Green Bay Road Interconnect includes the addition of approximately 6,550 linear feet of 12" waterline on Green Bay Road. The Green Bay Road Interconnect provides the necessary connection from Old Shallotte Road which is currently under construction to the existing system on US 17.

This interconnect was required due to a change in the original Old Shallotte Road design which had the waterline on Old Shallotte Road connecting into the existing system at NC 904. Due to the inability to gain an easement at this junction, the original design had to be abandoned between Green Bay Road and NC 904. In order to provide the necessary loop in the system the Green Bay Road Interconnect was designed and permitted.

The unit prices from McArthur Construction's Old Shallotte Road low bid were used to determine the amount of the change order. The net change in the contract amount is \$329,553.28. County Staff recommends approval of Change Order #1 and that the Chairman be authorized to execute the change order.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☒ YES ☐ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☒ YES ☐ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☒ YES ☐ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

**Water Capital Reserve Fund**

**Revenues:**

Transfer from Water Fund	419800-398661	\$(300,000)
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**Expenditures:**

Undesignated Funds	419800-464299	\$60,000
Old Shallotte, Green Bay	419800-464406	\$(360,000)

**Water Capital Projects Fund**

**Revenues:**

Transfer from Water Reserve	418261-398661	\$300,000
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Expenditures:

Eng/Arch/Legal	418261-464001	\$(40,000)
Construction	418261-464002	\$340,000

The budget amendment above is to transfer \$300,000 of reserve funds designated for Old Shallotte/Green Bay Waterline to the Old Shallotte/Green Bay capital project for award of the proposed construction contract. Reserve funds of \$60,000 originally designated for the project are transferred to the undesignated reserve and may be appropriated by the commissioners in the future.

**County of Brunswick, North Carolina  
Brunswick County Water Capital Project Fund**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Water Capital Project Fund:

**Water Capital Project Fund:**

Revenues:

Transfer from Water Fund	<u>\$1,316,295</u>
<b>Total Water Capital Project Fund Revenues</b>	<b>\$1,316,295</b>

Expenditures:

Arch/Eng/Legal	\$136,295
Construction	<u>\$1,180,00</u>
<b>Total Water Capital Project Fund Expenditures</b>	<b>\$1,316,295</b>

Section 2. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contributions to the Capital Project Fund	<b>\$1,316,295</b>
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Section 3. It is estimated that the following revenues will be available in the Brunswick County Water Fund:

Current Funds Appropriated	<b>\$1,316,295</b>
----------------------------	--------------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 18, 2013 meeting of the Brunswick County Board of Commissioners.

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**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY: ☐ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

173

Approve Change Order No., 1 to the Contract of McAruthur Construction for the Old Shallotte Road Waterline Project to add the Green Bay Road Interconnect and the associated budget amendment and capital project amendment.

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**ATTACHMENTS:**

1. Change Order #1
2. \_\_\_\_\_
3. \_\_\_\_\_

---

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**ATTEST: CLERK TO THE BOARD**

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

**BRUNSWICK COUNTY  
CHANGE ORDER NO. 1**

174

PROJECT:  
ORIG. TIME OF COMP.  
ORIG. DATE OF COMP.

Old Shallotte Road Waterline  
210  
August 5, 2013

CAUSE CODE:

**FOR BC USE ONLY**

- ☐ OR Owner Request
- ☐ CR Contractor Request
- ☐ DR Designer Request
- ☐ CC Concealed Condition
- ☐ DE Design Error
- ☐ DO Design Omission
- ☐ SC Schedule Change
- ☐ OT Other

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in Contract amount herein set forth: (Description of change order with detailed breakdown attached)

The change order includes the addition of approximately 6,550 linear feet of 12" waterline on Green Bay Road. The addition of the Green Bay Road waterline provides the necessary interconnect from Old Shallotte Road to the existing system on US 17.

The Time of Completion including previous orders is 215 calendar days and shall be increased (decreased) (unchanged) by 60 calendar days by this change order for a revised Contract date of completion of 275. (Detailed analysis supporting the requirements for a change in duration is attached)

**CONTRACT COST SUMMARY**

				<b>TOTALS</b>
1. Original Contract Amount				\$833,449.17
2. Amount of Previous Orders	ADD	\$	Deduct	\$
3. Amount of This Order:	ADD	\$329,553.28	Deduct	\$
4. Total additions lines 2 & 3		\$	Minus Total Deducts:	\$
(Line 4 shall show the net amount to be added or [deducted] from the original Contract amount.)				
5. Revised Contract Total Amount				\$1,163,002.45

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

<u>McArthur Construction</u> (Contractor)	By: <u>Joe McArthur</u>	<u>3/6/13</u> (Date)
<u>Bowman Design &amp; Engineering Services, PA</u> (Designer)	By: <u>Paul Bowman</u>	<u>3/4/13</u> (Date)
<u>Brunswick County</u> (Owner)	By: <u>Brigit Hara</u>	<u>3/6/13</u> (Date)
_____ (County Commissioners)	By: _____	_____ (Date)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Ann B. Hardy, Finance Officer  
Brunswick County, North Carolina

DISTRIBUTION:      1 original to Owner                      1 original to Contractor



# REQUEST FOR AUTHORIZATION TO CHANGE

175

DATE: 2/27/13

REQUEST NO.: 1

PROJECT NAME: Old Shallotte Road  
Waterline

OWNER: Brunswick County

CONTRACTOR: McArthur Construction

DESIGNER: Bowman Design & Engineering Services,  
PA

CONTRACT FOR:

## REASON FOR CHANGE:

This interconnect was required due to a change in the original Old Shallotte Road design. The original design had the waterline on Old Shallotte Road connecting into the existing system at NC904. Due to the inability to gain an easement at this junction part of the original Old Shallotte Road design had to be abandoned between Green Bay Road and NC 904. In order to provide a necessary loop in the system the Green Bay Road waterline was designed and permitted. The unit prices from McArthur Construction's Old Shallotte Road bid were used to determine the amount of the change order and are attached.

## SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

N/A

## DESIGNER SUMMARY:

1. Schedule items affected by this change:

2. Can Contractor mitigate the change without requiring a Contract time extension?

3. Will the change require a Contract time extension for other Contractors? Which?

4. Are additional costs indicated by reason of the time extension? If so they must be included in 5 & 6 Below.

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:	\$329,553.28	\$329,553.28
6. Estimated time extension field cost (if any):		

## DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: Edward R. Bowman Date: 3/4/13  
Title: President - Bowman Design & Engineering

Green Bay Road  
Engineer's Cost Estimate  
for Change Order

176

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	12" C-900 DR 18 PVC Waterline	6600	LF	23.04	152,064.00
2	12" CL 350 psi DIP Waterline	25	LF	36.20	905.00
3	20" x 12" Tapping Sleeve	1	EA	5,500.00	5,500.00
4	12" Tapping Gate Valve & Box	1	EA	2,402.27	2,402.27
5	12" MJ Tee	0	EA	792.28	0.00
6	12" x 6" MJ Tee	9	EA	621.44	5,592.96
7	12" MJ Gate Valve & Box	1	EA	1,691.30	1,691.30
8	12" MJ Plug	0	EA	379.83	0.00
9	Fire Hydrant Assembly	9	EA	2,900.42	26,103.78
10	12" MJ 90 Degree Bend	2	EA	620.75	1,241.50
11	12" MJ 45 Degree Bend	3	EA	598.96	1,796.88
12	12" MJ 22-1/2 Degree Bend	0	EA	571.36	0.00
13	12" MJ 11-1/4 Degree Bend	0	EA	564.35	0.00
14	16" DR9 HDPE by Directional Drill (complete)	245	LF	172.25	42,201.25
15	Asphalt Open Cut & Patch	60	SY	127.38	7,642.80
16	Sawcut Concrete Open Cut & Patch	101	SY	67.32	6,799.32
17	Marl-remove and replace	14	SY	20.00	280.00
18	Gravel-remove and replace	280	SY	21.62	6,053.60
19	Remove & replace 24" CMP	0	LF	71.51	0.00
20	Remove & replace 18" CMP	0	LF	53.92	0.00
21	Remove & replace 15" CMP	0	LF	50.89	0.00
22	Remove & replace 14" CPP	0	LF	36.98	0.00
23	Warning Tape	6630	LF	0.10	663.00
24	12 Gauge Stranded Tracer Wire	6630	LF	0.22	1,458.60
25	Pressure Testing & Sterilization	1	LS	15,000.00	15,000.00
26	Seeding & Mulching	2.5	AC	2,154.78	5,386.95
27	Short Side 3/4" Water Service Assembly	19	EA	576.77	10,968.63
28	Long Side 3/4" Water Service Assembly	12	EA	834.20	10,010.40
29	Culvert Inlet Protection	3	EA	500.00	1,500.00
30	Inlet Protection	1	EA	500.00	500.00
31	Silt Fence	100	LF	4.12	412.00
32	Check Dam	9	EA	378.56	3,389.04
33	Change Order Allowance	1	LS	20,000.00	20,000.00
Total Bid Price					329,553.28



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

177

**TO:** Marty K. Lawing, County Manager  
**FROM:** Jerry W. Pierce, P.E., Dir. of Public Utilities  
Ext. # 2659

**ACTION ITEM #:** VI-3  
**MEETING DATE:** March 18, 2013  
**DATE SUBMITTED:** March 7, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Approve Contract Amendment No. 1 with HDR Engineering, Inc. of the Carolinas in the amount of \$106,200 for the design and construction administration services associated with the pump station and force main improvements needed to divert wastewater from the Ocean Ridge Wastewater Treatment Plant to the Ocean Isle Beach Wastewater Treatment Plant and authorize the Chairman to execute the contract for the County.

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**BACKGROUND/PURPOSE OF REQUEST:**

With acquisition of the Ocean Isle Beach Wastewater Treatment Plant, the County can divert the wastewater that is now treated at the Ocean Ridge Wastewater Treatment Plant to the Ocean Isle Beach Wastewater Treatment Plant. This would allow the County to take the Ocean Ridge Wastewater Treatment Plant out of service and ultimately turn it back over to the former owner or remove the plant.

The proposed contract includes the design of a 12" sewer force main from the existing Castlebrook Sewer Pump Station to the Ocean Isle Beach Wastewater Treatment Plant and the upgrading of the Castlebrook Sewer Pump Station so the pump station can achieve the minimum velocity in the 12" sewer force main. The contract amendment also includes construction administrative services and limited construction inspection. The primary construction inspection will be performed by County staff. The total cost of the contract including design, permitting, survey, construction administration, and inspection is \$106,200.

County staff recommends approval of the contract and that the Chairman be authorized to execute the contract on behalf of the County.

---

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

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**ADVISORY BOARD RECOMMENDATION:**



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

178

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve Contract Amendment No. 1 with HDR Engineering, Inc. of the Carolinas.

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**ATTACHMENTS:**

1. Contract Amendment No. 1
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 

**ACTION OF THE BOARD OF COMMISSIONERS**

APPROVED:

☐

DENIED:

☐

DEFERRED

UNTIL:

\_\_\_\_\_

ATTEST:

CLERK TO THE BOARD

\_\_\_\_\_  
SIGNATURE

OTHER:

**AMENDMENT NO. 1**  
**TO THE**  
**AGREEMENT**  
**DATED NOVEMBER 1, 2010**  
**between**  
**BRUNSWICK COUNTY, NORTH CAROLINA**  
**and**  
**HDR ENGINEERING, INC. OF THE CAROLINAS**  
**for**  
**PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT NO. 1, dated as of \_\_\_\_\_, 2013, is hereby made to the AGREEMENT dated November 1, 2010, between Brunswick County ("OWNER"), with principal offices at 30 Government Center Drive, Bolivia, North Carolina 28422, and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), with principal offices at 1780-2 Chandlers Lane, Sunset Beach, North Carolina 28468, for services in connection with the project known as the Ocean Ridge Pump Station and the Angels Trace Force Main ("Project"). Under the terms of the agreement with the developer of the Ocean Ridge Subdivision, Brunswick County is responsible for the diversion of the wastewater generated with the Ocean Ridge Subdivision for the Ocean Ridge WWTP to another County-owned wastewater treatment plant. The property owner (Remuda Run Investments LLC) would not grant the OWNER the necessary easement to construct the project that had been designed and permitted. With the County's acquisition of the Ocean Isle Beach Wastewater Treatment Plant, the County now plans to divert the flow from the Ocean Ridge WWTP to the Ocean Isle Beach WWTP instead of the West Brunswick WRF as currently designed and permitted. In consideration of the mutual promises contained herein, the parties hereby agree to amend the AGREEMENT by including the following provisions:

**SECTION I      SCOPE OF SERVICES**

The County has conducted the alternative evaluation and modeling for this project and determined that the Castlebrook Pump Station will be converted to a repump station and the Maintenance Pump Station will simply pump to the Castlebrook Pump Station. The pumps at the Castlebrook Pump Station will be changed to deliver at least 705 gpm through the new force main that will be constructed from the Castlebrook Pump Station to the OIB WWTP.

In accordance with Task 7.0 of Exhibit A associated with the AGREEMENT dated November 1, 2010, the following tasks are hereby incorporated into the AGREEMENT:

**1. SURVEY OF THE PROJECT AREAS**

The ENGINEER will be responsible for the surveys needed to design the project described above and provide layout information to the contractor. The survey will include the information needed in obtaining all necessary permits including the NC DOT and NC DENR permits. The survey will show existing utilities located within the project area based upon information received from the affected utility. It is anticipated that all construction will occur in NC DOT rights of way, County-owned property, or in existing County-owned utility easements. The OWNER will provide copies of

any easements to be used in the conduct of the work. For the purpose of the compensation section, the length of the force main to be surveyed and designed is estimated to be 11,500 linear feet.

## **2. PRELIMINARY DESIGN**

Upon completion of the survey, the ENGINEER shall develop a preliminary design of the sewer force mains and pump station improvements needed to divert the flow to the Ocean Isle Beach WWTP. The ENGINEER shall submit at least three (3) copies of the completed preliminary design to the OWNER for review. The OWNER will submit written comments on the plans to the ENGINEER and shall resolve all comments submitted by County staff. The ENGINEER shall also coordinate the preliminary design with the NC DOT to resolve any NC DOT issues with the routing of the force main. A wetland delineation has been approved by the Corps of Engineers for the proposed route in the last five years so wetland delineation work is not included in the work. ENGINEER will design force main to avoid impacts to the wetlands.

## **3. FINALIZE DESIGN AND PREPARE PLANS AND SPECIFICATIONS**

After approval of the preliminary design by the County staff, the ENGINEER will finalize the design of the project. The ENGINEER will develop plans and specifications for the project that conform to Brunswick County Standards, NC DOT and NC DENR minimum design standards. For the tie-in at the OIB WWTP, it is assumed that the new force main from Ocean Ridge will connect to a new force main planned to be installed by the engineer for the owner of the Ocean Isle Palms subdivision who is currently designing a new force main connection to the OIB WWTP. This will be in the vicinity of the existing screening unit at the OIB WWTP.

The Castlebrook Pump Station upgrade is assumed to include new pumps of a higher horsepower that will fit in the existing wetwell and that the new electrical equipment needed for the higher horsepower motors can be located on the County's existing electrical equipment rack. It is also assumed that a change in generator size will not be required. Also, some reconfiguration of the force mains in the immediate vicinity of the pump station will be required to accommodate the selected alternative.

The ENGINEER shall submit draft sets of plans and specifications to the OWNER for review. Upon completion of the final design including resolution of any outstanding comments, cost estimates shall be provided to the OWNER.

The ENGINEER will prepare permit applications and supporting documentation needed to construct this project including NC DOT encroachment, NCDENR Sewer Permits, and Sediment and Erosion Control Permit. The ENGINEER shall work cooperatively with the OWNER to resolve any regulatory comments in consultation with the County staff and assist the OWNER in securing the required permits.

## **4. BIDDING AND CONSTRUCTION SERVICES**

After approval of the plans and specifications by the OWNER, the project will be advertised for bid. The ENGINEER will be responsible for plans and specification distribution during the bidding process. The ENGINEER will answer any questions regarding the plans and specifications and attend the bid opening. The ENGINEER will be responsible for conducting the pre-bid meeting, opening the bids and tabulating the bids in accordance with Brunswick County purchasing

ordinances and State of North Carolina Procurement Standards. The ENGINEER will be responsible for conducting the pre-construction conference. During the construction process, the ENGINEER shall answer any technical questions related to the design or specifications. The ENGINEER shall perform any inspections necessary for them to be able to certify to the appropriate agencies about the construction upon completion of the work. For the purposes of the compensation section, the site visits will be based on 4 hours per week and the construction period is assumed to be 6 months.

#### **SECTION IV. COMPENSATION**

Compensation for ENGINEER's services under this Agreement Amendment shall be on the basis of lump sum. The additional fee for the tasks associated with this Agreement Amendment is one hundred-six thousand two hundred dollars (\$106,200).

#### **SECTION V. PERIOD OF SERVICE**

The time of completion from the date of Notice to Proceed for the work included in this Amendment No. 1 is as follows:

Task Description	Time to completion, months
Survey/Utility Location	1
Preliminary Design	2
Final Design/Permitting	4
Bidding and Construction Services	8

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Amendment as of the day and year first written above.

Brunswick County  
"OWNER"

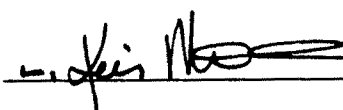
BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 30 Government Center Drive  
Bolivia, NC 28422

HDR Engineering, Inc. of the Carolinas  
"ENGINEER"

BY: 

NAME: L. Kevin Mosteller

TITLE: Senior Vice President

ADDRESS: 1780-2 Chandlers Lane  
Sunset Beach, NC 28468





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

183

**TO:** Marty K. Lawing, County Manager

**FROM:** Ann Hardy  
Ext. # 2060

**ACTION ITEM #:** VI-4  
**MEETING DATE:** 3/18/2013  
**DATE SUBMITTED:** 3/8/2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Financial Report for period ended 2/28/13(UNAUDITED) for information. All reports are provided at: <http://www.brunswickcountync.gov/Portals/0/bcfiles/CurrentFYFinancialReport.pdf>

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**BACKGROUND/PURPOSE OF REQUEST:**

**General Fund**

Presented on the Brunswick County Government website is a schedule of revenues and expenditures-budget and actual for the General Fund for the period ended 2/28/13 on the cash basis with comparative actual amounts for the period ended 2/29/12.

Total revenues for the General Fund at 2/28/13 are \$133.7 million compared to \$129.1 million at 2/29/12 for an increase of \$4.6 million or 3.6%. Total revenues collected are 88% of the amended budget for the fiscal year.

Total expenditures for the General Fund at 2/28/13 are \$92.6 million compared to \$92.1 million at 2/29/12 for an increase of \$0.5 million or 0.5%. Total expenditures are 59.9% of the budget for the fiscal year.

Fiscal year-to-date revenues are greater than total expenditures by \$41.2 million compared to \$37.0 million in the prior year for a net \$4.2 million or 11.2% improvement.

Transfers into the general fund at 2/28/13 are \$0.8 million compared to transfers out to other funds of \$0.4 million at 2/29/12 for a net improvement of \$1.2 million.

Revenues and net transfers are greater than expenditures at 2/28/13 are \$41.9 million compared to \$36.8 million at 2/29/12 for a net improvement of revenues and transfers greater than expenditures of \$5.1 million or 14%.

**Water Fund**

Presented on the Brunswick County Government website is a schedule of revenues and expenditures-budget and actual and changes in fund balance for the Water Fund for the period ended 2/28/13 on the cash basis with comparative actual amounts for the period ended 2/29/12.

Total revenues for the Water Fund at 2/28/13 are \$14.4 million compared to \$14.4 million at 2/29/12 for no change. Total revenues are 72% of the budget for the fiscal year.

Total expenditures for the Water Fund at 2/28/13 are \$10.1 million compared to \$14.2 million at 2/29/12 for a decrease of \$4.1 million or 28.8% due to the refunding of the USDA loan on the Boiling Spring Lakes water system. Expenditures are 54% of the budget for the fiscal year.

Total fiscal year-to-date revenues are greater than total expenditures by \$4.3 million as compared to \$0.2

million in the prior year for a net improvement of \$4.1 million mainly due to the USDA refinancing. Net transfers to other funds are \$3.6 million as of 2/28/13 compared to \$0.6 million at 2/29/12.

Revenues and net transfers are greater than expenditures at 2/28/13 are \$0.7 million compared to \$0.8 million at 2/29/12 for a little change from the prior year.

#### **Wastewater Fund**

Presented on the Brunswick County Government website is a schedule of revenues and expenditures-budget and actual for the Wastewater Fund for the period ended 2/28/13 on the cash basis with comparative actual amounts for the period ended 2/29/12.

Total revenues for the Wastewater Fund at 2/28/13 are \$10.8 million compared to \$9.4 million at 2/29/12 for an increase of \$1.3 million or 14.3%. Total revenues are currently 53% of the budget for the fiscal year.

Total expenditures for the Wastewater Fund at 2/28/13 are \$7.7 million compared to \$7.5 million for an increase of \$0.2 million or 2.8%. Total expenditures are currently 36% of the budget for the fiscal year.

Revenues are greater than expenditures at 2/28/13 by \$3.1 million compared to \$2.0 million at 2/29/13 for an increase of \$1.1 million or 58%. The improvement is mainly due to collection of assessments. Net transfers in were \$1.2 million at 2/28/13 compared to net transfers out of \$2.4 million at 2/29/12.

#### **Key Indicators of Revenues and Expenditures**

Presented on the Brunswick County Government website are charts with actual history, current month actual amounts and annual budget information for major revenues and expenditures in both the enterprise and general funds.

#### **Cash and Investments**

A Summary of Cash and Investments is presented on the Brunswick County Government website as of 2/28/13 reports that the County had \$172.2 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$17.5 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.15%.

The various unaudited financial reports are presented for information and no action is requested.

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#### **FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

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#### **CONTRACTS/AGREEMENTS:**

<b>REVIEWED BY COUNTY ATTORNEY:</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
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#### **ADVISORY BOARD RECOMMENDATION:**



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

185

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**COUNTY MANAGER'S RECOMMENDATION:**

Receive Financial Report for February 2013 as information.

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**ATTACHMENTS:**

1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**  
**DENIED:**  
**DEFERRED**  
**UNTIL:**

☐  
☐

**ATTEST:      CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

186

**TO:** Board of Commissioners  
**FROM:** Marty K. Lawing, County Manager

**ACTION ITEM #:** VI-5  
**MEETING DATE:** 3-18-13  
**DATE SUBMITTED:** 3-11-13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Resolution Approving the Memorandum of Understanding for Cooperative, Comprehensive and Continuing Transportation Planning Between the Town of Calabash, Town of Carolina Shores, Town of Holden Beach, Town of Ocean Isle Beach, Town of Shallotte, Town of Sunset Beach, Town of Varnamtown, County of Brunswick, the Grand Strand Area Transportation Study, The Waccamaw Regional Council of Governments, the South Carolina Department of Transportation, And the North Carolina Department of Transportation in Cooperation with the United States Department of Transportation.

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**BACKGROUND/PURPOSE OF REQUEST:**

As the result of the 2010 Decennial Census, the United States Census Bureau expanded its Myrtle Beach - Socastee urban area to include coastal portions of North and South Carolina. The Grand Strand Area Transportation Study (GSATS) has been the Metropolitan Planning Organization (MPO) for the Myrtle Beach area since 1992. The Waccamaw Regional Council for Governments, headquartered in Georgetown, South Carolina serves as the administrative support agency for GSATS. The purpose of the MPO is to provide comprehensive, cooperative and continuing transportation planning in urbanized areas.

In the summer of 2102 representative from the Waccamaw Regional Council of Governments and NCDOT coordinated a series of meetings with county and municipal officials from the southeastern and southwestern areas of Brunswick County to assess the level of interest from each jurisdiction in membership the GSATS MPO. The local governments in Brunswick County that have agreed to be participants in the GSATS MPO include the Town of Calabash, Town of Carolina Shores, Town of Holden Beach, Town of Ocean Isle Beach, Town of Shallotte, Town of Sunset Beach, Town of Varnamtown and Brunswick County. The addition of these municipalities and the associated unincorporated areas linking them provide a logical area to be added to the GSATS MPO for transportation planning purposes. The planning area may be periodically assessed and revised in the future.

The goals of the GSATS Policy Committee are to:

1. Expand its Planning Area to incorporate newly designated Urbanized Area as deemed appropriate by the NCDOT, SCDOT, FHWA and participating North Carolina Communities.
2. Foster a process that provides for local review and consideration of projects and plans while ensuring a decision making process that considers regional implications, and
3. To expand its membership to provide representation for North Carolina Communities that desire to participate in the GSATS MPO.

The GSATS MPO consists of three committees, a Policy Committee, Transportation Advisory Committee and the Technical Coordinating Committee. The Policy Committee shall consist of twenty

four (24) voting members, twenty (20) representing the South Carolina portion of the Planning Area and four (4) representing the North Carolina portion of the Planning Area. Two of these members shall be appointed by the GSATS-North Carolina Transportation Advisory Committee from its membership and the Brunswick County Board of Commissioners shall appoint one (1) member from its board and the North Carolina Department of Transportation shall appoint one (1) member from the North Carolina Board of Transportation. The duties of the GSATS Policy Committee include; development, review and approval of the Transportation Improvement Program (TIP) and the Metropolitan Transportation Plan (MTP), review and approve the Congestion Management Process, establish goals and objectives for the transportation planning process that consider and are responsive to comprehensive plans for growth and development in the MPO Planning Area, keep local government boards informed of the status and requirements of the transportation planning process, review and recommend changes to the Federal-Aid Functional Classification System and the MPO's Metropolitan Planning Area Boundary and review and approve related air quality planning in conformance with federal regulations if the Planning Area becomes non-attainment for air quality. The GSATS Policy Committee bylaws shall be amended as soon as practicable to reflect the changes necessary to due to the addition of the North Carolina portion of the Planning Area.

The GSATS-North Carolina Transportation Advisory Committee will consist of fourteen (14) voting members including two (2) from Brunswick County, two (2) from the Town of Shallotte, one (1) from the other municipal members, one (1) from the Brunswick Transit System one (1) from the NCDOT, one (1) from the North Carolina House of Representatives (District 17) and one (1) from the North Carolina Senate (District 8). The duties and responsibilities of the TAC include: to keep boards of general purpose local government informed of the status and requirements of the transportation planning process, review and recommend for approval to the GSATS Policy Committee the Transportation Improvement Program, Metropolitan Transportation Plan, Federal-Aid Urban System and Urbanized Boundary, Metropolitan Planning Boundary and other matters referred to it by the GSATS Policy Committee affecting the North Carolina portion of the Planning Area.

The GSATS-North Carolina Technical Coordinating Committee shall include technical representation from all local, state, and federal agencies and shall consist of fourteen (14) members, including one (1) from the county and each of the member municipalities, the Brunswick Transit System, the Cape Fear COG, and one (1) member from the Federal Highway Administration, NCDOT (Division 3), NCDOT (Planning Branch) and the Waccamaw Regional Council of Governments. The duties and responsibilities Technical Coordinating Committee include: general review, guidance and coordination of the transportation planning process for the planning Area, recommendation for approval of the Comprehensive Transportation Plan, Prospectus, Transportation Improvement Program. Metropolitan Transportation Plan, Federal -Aid Urban System and Urbanized Boundary and other matters referred to tit by the GSATS Advisory Committee or Policy Committee, and promoting citizen participation and preparing and reviewing reports for transportation studies.

The Waccamaw Regional Council of Governments will serve as the lead planning agency and provide administrative coordination for the Policy Committee, Transportation Advisory Committee and the Technical Coordinating Committee.

This Memorandum of Understanding does not address local funding or matches to federal and state grants.

The the participation by any subscribing agency may be terminated by giving sixty days written notice to the other parties prior to the date of termination.

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## **FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☐ YES ☐ NO  
**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☐ YES ☐ NO  
**PRE-AUDIT CERTIFICATION REQUIRED:** ☐ YES ☐ NO  
**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☐ YES ☐ NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

**ADVISORY BOARD RECOMMENDATION:**
**COUNTY MANAGER'S RECOMMENDATION:**

Adopt the Resolution Approving the Memorandum of Understanding and Authorizing Brunswick County's Participation in the Grand Strand Area Transportation Study Metropolitan Planning Organization.

**ATTACHMENTS:**

1. Resolution
2. Memorandum of Understanding
3. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:** ☐  
**DENIED:** ☐  
**DEFERRED**  
**UNTIL:** \_\_\_\_\_

**ATTEST: CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

**RESOLUTION PASSED BY THE BOARD OF COMMISSIONERS OF THE  
COUNTY OF BRUNSWICK, NORTH CAROLINA**

**WHEREAS**, it is recognized that the proper movement of travel within and through the Myrtle Beach-Socastee SC/NC urbanized area is a highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

**WHEREAS**, there are a number of governmental jurisdictions within the Myrtle Beach-Socastee SC/NC urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

**WHEREAS**, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Myrtle Beach-Socastee SC/NC urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

**WHEREAS**, a Memorandum of Understanding between the Town of Calabash, Town of Carolina Shores, Town of Holden Beach, Town of Ocean Isle Beach, Town of Shallotte, Town of Sunset Beach, Town of Varnamtown, County of Brunswick, the Grand Strand Area Transportation Study, the Waccamaw Regional Council of Governments, the South Carolina Department of Transportation, and the North Carolina Department of Transportation in cooperation with the United States Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE  
COUNTY OF BRUNSWICK, NORTH CAROLINA:**

That the Memorandum of Understanding between the Town of Calabash, Town of Carolina Shores, Town of Holden Beach, Town of Ocean Isle Beach, Town of Shallotte, Town of Sunset Beach, Town of Varnamtown, County of Brunswick, the Grand Strand Area Transportation Study, the Waccamaw Regional Council of Governments, the South Carolina Department of Transportation, and the North Carolina Department of Transportation in cooperation with the United States Department of Transportation, be approved and that the Chairman and County Clerk are hereby directed to execute the Memorandum of Understanding.

This the 18<sup>th</sup> day of March, 2013.

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Phil Norris, Chairman  
Brunswick County Commissioners

Attest:

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Deborah S. (Debby) Gore, Clerk to the Board, CMC

**MEMORANDUM OF UNDERSTANDING  
FOR  
COOPERATIVE, COMPREHENSIVE, AND  
CONTINUING TRANSPORTATION PLANNING**

**Between**

THE TOWN OF CALABASH, TOWN OF CAROLINA SHORES, TOWN OF HOLDEN BEACH, TOWN OF OCEAN ISLE BEACH, TOWN OF SHALLOTTE, TOWN OF SUNSET BEACH, TOWN OF VARNAMTOWN, COUNTY OF BRUNSWICK, THE GRAND STRAND AREA TRANSPORTATION STUDY, THE WACCAMAW REGIONAL COUNCIL OF GOVERNMENTS, THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION in cooperation with THE UNITED STATES DEPARTMENT OF TRANSPORTATION

**WITNESSETH**

**THAT WHEREAS**, The Grand Strand Area Transportation Study (GSATS) was established on August 2, 1985 and designated as the Metropolitan Planning Organization (MPO) for the Myrtle Beach Urbanized Area on June 1, 1992; and

**WHEREAS**, GSATS Policy Committee is the regional decision making authority for the MPO; and

**WHEREAS**, the United States Census Bureau, per its 2010 Decennial Census, expanded the Urbanized Area to encompass coastal portions of North and South Carolina and renamed this expanded area the Myrtle Beach – Socastee SC/NC Urbanized Area (Urbanized Area); and

**WHEREAS**, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) have, effective July 18, 2012, classified the Myrtle Beach – Socastee SC/NC Urbanized Area as a Transportation Management Area (TMA); and

**WHEREAS**, it is the desire of the GSATS Policy Committee to: 1) expand its Planning Area to incorporate the newly designated Urbanized Area and areas immediately adjacent as deemed appropriate by NCDOT, SCDOT, FHWA and participating North Carolina communities, 2) foster a process that provides for the local review and consideration of projects and plans while ensuring a decision making process that considers regional implications, and 3) expand its membership to provide representation for North Carolina communities that desire to participate in the GSATS MPO; and

**WHEREAS**, it is the desire of the Town of Calabash, Town of Carolina Shores, Town of Holden Beach, Town of Ocean Isle Beach, Town of Shallotte, Town of Sunset Beach, Town of Varnamtown, and County of Brunswick, North Carolina to engage in comprehensive, cooperative, and continuing transportation planning; and, in furtherance of this objective to 1) actively participate in and join the GSATS MPO, 2) ensure the thoughtful consideration and coordination of transportation improvements affecting participating North Carolina communities and the region, and 3) establish a mechanism to ensure equitable representation for member communities; and

**WHEREAS**, the South Carolina Department of Transportation (SCDOT), the North Carolina Department of Transportation (NCDOT), and the Federal Highway Administration (FHWA) are supportive of and participatory in this planning effort.

**NOW THEREFORE** the following Memorandum of Understanding is made:



## **SECTION I: CONTINUING, COOPERATIVE, AND COMPREHENSIVE PLANNING**

It is hereby agreed that THE TOWN OF CALABASH, TOWN OF CAROLINA SHORES, TOWN OF HOLDEN BEACH, TOWN OF OCEAN ISLE BEACH, TOWN OF SHALLOTTE, TOWN OF SUNSET BEACH, TOWN OF VARNAMTOWN, COUNTY OF BRUNSWICK, THE GRAND STRAND AREA TRANSPORTATION STUDY, THE WACCAMAW REGIONAL COUNCIL OF GOVERNMENTS, SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION in cooperation with THE UNITED STATES DEPARTMENT OF TRANSPORTATION will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following sections and subsections:

### **Subsection A: The Planning Process; Conformance with Applicable Regulations**

The continuing transportation planning process will be a cooperative one and all planning discussions will consider and be responsive to the comprehensive plans for growth and development of the Planning Area. The continuing transportation planning process will conform to all applicable federal and state requirements and will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.

### **Subsection B: The Planning Area**

The area involved, the Grand Strand Area Transportation Study Planning Area, will be the Myrtle Beach – Socastee SC/NC urbanized area as defined by the United States Department of Commerce, Bureau of the Census plus that area beyond the existing urbanized area boundary that is expected to become urban within a twenty year planning period. This area is hereinafter referred to as the Planning Area. Map Exhibit 1, dated February 4, 2013, illustrates the North Carolina portion of the Planning Area and is attached hereto.

The Planning Area may be periodically reassessed and revised in the light of new developments and data projections.

### **Subsection C: GSATS Policy Committee**

The GSATS Policy Committee shall serve as a forum for cooperative transportation planning and decision making for the GSATS MPO:

- 1) *Voting Membership.* The GSATS Policy Committee shall consist of twenty four (24) voting members. In order to proportionally represent the interests of the Planning Area, the GSATS Policy Committee shall be comprised of the following:
  - a) The GSATS Policy Committee shall consist of twenty (20) voting members representing the South Carolina portion of the Planning Area. These members, as enumerated in the GSATS Policy Committee's MPO designation dated June 1, 1992, with accompanying resolutions, and the GSATS Policy Committee's bylaws, including all subsequent appointments, are unaffected by this memorandum.
  - b) The GSATS Policy Committee shall consist of four (4) voting members representing the North Carolina portion of the Planning Area. The GSATS-North Carolina Transportation Advisory Committee, as created herein, shall appoint two (2) members from its committee (exclusive of the Brunswick County and North Carolina Board of Transportation appointments); the Brunswick County Board of Commissioners shall appoint one (1) member from its board; and the North Carolina Department of Transportation shall appoint one (1) member from the North Carolina Board of Transportation.

The appointing authority may designate, by resolution, an alternate member to serve in the absence of an appointed member and/or may provide that the appointed member may designate an alternate in his/her absence. The GSATS MPO Director shall be notified of alternate members upon appointment and as changes are made.

- 2) *Non-voting Membership.* The GSATS Policy Committee may provide, in its bylaws, for the appointment of non-voting members representing federal, state, or local agencies impacting transportation within the Planning Area. All non-voting member appointments to the GSATS Policy Committee, representing the South Carolina portion of the Planning Area on the effective date of this memorandum, are unaffected.
- 3) *Duties of GSATS Policy Committee.* The duties and responsibilities of the GSATS Policy Committee are as follows:
  - a) In cooperation with NCDOT, SCDOT, and FHWA, be responsible for carrying out the urban transportation planning process specified by the U.S. Department of Transportation in 23 U.S.C. 134, any subsequent amendments to that statute, and any implementing regulations. It shall develop, review, and approve the Transportation Improvement Program (TIP) and the Metropolitan Transportation Plan (MTP);
  - b) Review and approve the Metropolitan Transportation Improvement Program (TIP) for multi-modal capital and operating expenditures and ensure coordination between local and state capital and operating improvement programs;
  - c) Review and approve the Congestion Management Process;
  - d) Establish goals and objectives for the transportation planning process that consider and are responsive to comprehensive plans for growth and development in the MPO Planning Area;
  - e) As required, review and approve amendments to the MTP and the TIP;
  - f) In coordination with the GSATS North Carolina Transportation Advisory Committee (GSATS-NCTAC), keep local government boards informed of the status and requirements of the transportation planning process; assist in the dissemination and clarification of the decisions, inclinations, and policies of these boards; and ensure a process which provides the opportunity for meaningful citizen participation in the transportation planning process;
  - g) Where appropriate, review and recommend changes to the Federal-Aid Functional Classification System and the MPO's Metropolitan Planning Area Boundary (MPA);
  - h) Review and approve related air quality planning in conformance with federal regulations if the Planning Area becomes non-attainment for air quality.
  - i) Any other duties identified as necessary to further facilitate the transportation planning process.

Where appropriate and in accordance with the requirements of NCDOT and FHWA, the GSATS Policy Committee may delegate review and approval authority to the GSATS-NCTAC for non-regionally significant transportation planning activities within the North Carolina portion of the Planning Area. Such delegation shall be authorized by an approved resolution of the GSATS Policy Committee or shall be enumerated in its bylaws.

- 4) *Bylaws; Amendment Required.* The GSATS Policy Committee shall maintain bylaws to govern the conduct of its meetings, to provide for the election of officers, and to specify operating

procedures. As a condition of this memorandum, it is expressly understood and agreed that the GSATS Policy Committee's bylaws shall be amended as soon as practicable to:

- a) Specify membership from the North Carolina portion of the Planning Area;
- b) Include operating procedures provisions, consistent with this memorandum, reflective of the roles and responsibilities granted herein to the GSATS-NCTAC and GSATS-NCTCC;
- c) Specify that recommendations originating with the GSATS-NCTAC, affecting the North Carolina portion of the Planning Area, may not be amended by the GSATS Policy Committee. Such recommendations may be accepted by the GSATS Policy Committee or may be referred back to the GSATS-NCTAC for reconsideration or amendment;
- d) Prohibit the reduction, enlargement, or redistribution of the GSATS Policy Committee's voting membership without the consent of SCDOT and NCDOT; and
- e) Make all other amendments necessary to ensure that said bylaws do not conflict with the provisions of this memorandum.

#### Subsection D. Transportation Advisory Committee

The GSATS-North Carolina Transportation Advisory Committee, hereafter referred to as the GSATS-NCTAC, shall be established.

- 1) *Voting Membership.* The GSATS-NCTAC shall consist of fourteen (14) voting members. These include:

<b>Chart 1</b> <b>GSATS-NCTAC Voting Membership</b> (Section I, Subsection D, Part 1, Subpart a)		
<b>Jurisdiction or Agency</b>	<b>Jurisdiction/Agency Votes</b>	<b>Designated Member</b>
Brunswick County	Two (one vote per member)	County Commission Chair County Commissioner
Calabash	One	Mayor
Carolina Shores	One	Mayor
Holden Beach	One	Mayor
Ocean Isle Beach	One	Mayor
Shallotte	Two (one vote per member)	Mayor Town Alderman
Sunset Beach	One	Mayor
Varnamtown	One	Mayor
Brunswick Transit System	One	Board Chair
NCDOT	One	North Carolina Board of Transportation member as designated by the Secretary of Transportation
North Carolina House of Representatives	One	District 17 Representative or, if reapportioned, House Member representing the largest geographic portion of the Planning Area
North Carolina Senate	One	District 8 Senator or, if reapportioned, the Senator representing the largest geographic portion of the Planning Area

- b) Members will vote on matters pursuant to the authority granted by their respective governmental body. The Brunswick County Board of Commissioners and the individual municipalities may appoint a member of their respective legislative body to serve on the committee in replacement of the designated jurisdictional member (or position) provided above. When such replacement is selected, it shall be by a resolution of the legislative body. A copy of the approved resolution shall be provided to the GSATS MPO Director.
  - c) In addition, the represented jurisdictions or agencies may appoint and/or permit the designated member to appoint, an alternate to serve in the designated member's absence. The North Carolina Senate or House of Representatives member may individually appoint an alternate to serve in his/her absence. The GSATS MPO Director shall be notified of the appointment of alternates and as changes are made.
  - d) The GSATS-TAC may provide, through an amendment to its bylaws, for the addition of new voting members in cases where the Planning Area is expanded following a decennial census, when a new municipality incorporates within the Planning Area, or when an agency's representation is required by federal or state law.
- 2) *Non-voting Membership.* The GSATS-NCTAC may provide, in its bylaws, for the appointment of non-voting members representing federal, state, or local agencies impacting transportation within the Planning Area. Non-voting members shall not be counted for the purposes of establishing a quorum.
- 3) *Duties.* The duties and responsibilities of the GSATS-NCTAC are as follows:
- a) In coordination with the GSATS Policy Committee, keep boards of general purpose local government informed of the status and requirements of the transportation planning process; assist in the dissemination and clarification of the decisions, inclinations, and policies of these boards; and ensure a process that provides an opportunity for meaningful citizen participation in the transportation planning process;
  - b) Review and recommend for approval to the GSATS Policy Committee the Transportation Improvement Program, Metropolitan Transportation Plan, Federal-Aid Urban System and Urbanized Boundary, Metropolitan Planning Boundary, and other matters referred to it by the GSATS Policy Committee affecting the North Carolina portion of the Planning Area;
  - c) Where not in conflict with this memorandum, the GSATS Policy Committee's bylaws, or regulatory guidance from SCDOT, NCDOT, or FWHA, the GSATS-NCTAC shall exercise final MPO review and approval authority for the following:
    - 1. Comprehensive Transportation Plan (CTP). As required by the NCGS 136-66.2(d), any revision in the CTP must be jointly approved by the MPO and NCDOT;
    - 2. "Prospectus for Transportation Planning" which defines work tasks and responsibilities for the various agencies participating in the transportation planning process within the North Carolina portion of the Planning Area;
    - 3. Consistent with available funding, the Unified Planning Work Program (UPWP) for the North Carolina portion of the Planning Area; and
    - 4. All other final review and approval responsibilities as delegated by the GSATS Policy Committee through resolution or the policy committee's bylaws.

- 4) *Officers; Bylaws.* The GSATS-NCTAC shall meet as often as it is deemed appropriate and advisable, and shall elect a Chairman and Vice-Chairman. The GSATS-NCTAC shall maintain bylaws to govern the conduct of its meetings, to provide for the election of officers, and to specify operating procedures. The GSATS-NCTAC bylaws shall be established or modified by a two-thirds vote of the membership.
- 5) *Quorum and Attendance.* A quorum of the GSATS-NCTAC shall consist of, at the minimum, at least 51% of the total voting members. Members must be present at a meeting to vote or count toward a quorum. Except as is otherwise provided herein, a majority vote of the quorum present shall be sufficient for the approval of matters coming before the committee.

Any member who does not attend two consecutive GSATS-NCTAC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting; however, membership is immediately reinstated by the presence of the most recently appointed member (or his/her alternate) at any future meeting.

### Subsection E. Technical Coordinating Committee

The GSATS-North Carolina Technical Coordinating Committee, hereafter referred to as the GSATS-NCTCC, shall be established.

- 1) *Voting Membership.* Membership of the GSATS-NCTCC shall include technical representation from all local, state, and federal government agencies directly related to or concerned with the transportation planning process for the planning area. The GSATS-NCTCC shall consist of fourteen (14) voting members. These include:

<b>Chart 2</b> <b>GSATS-NCTCC Voting Membership</b> (Section I, Subsection E, Part 1, Subpart a)		
<b>Jurisdiction or Agency</b>	<b>Jurisdiction/Agency Votes</b>	<b>Designated Member</b>
Brunswick County	One	Planning Director
Calabash	One	Town Administrator
Carolina Shores	One	Town Administrator
Holden Beach	One	Town Manager
Ocean Isle Beach	One	Planning Director
Shallotte	One	Planning Director
Sunset Beach	One	Town Administrator
Varnamtown	One	Planning Director
Brunswick Transit System	One	Executive Director
Cape Fear COG	One	Planning Director
FHWA NC	One	Transportation Planner, Planning and Program Development
NCDOT Division	One	Division 3 Engineer or their representative
NCDOT Transportation Planning Branch	One	TPB GSATS MPO Coordinator
WRCOG	One	MPO Director

- b) In addition, the chief administrative officer of the affected jurisdiction/agency may appoint an alternate(s) to serve in the absence of a designated member. The chief administrative

officer may appoint or designate a member to serve in replacement of a member (or position) as provided in the above chart. The GSATS MPO Director shall be notified of the appointment of alternate or replacement members and as changes are made.

- c) The GSATS-TCC may provide, through an amendment to its bylaws, for the addition of new voting members in cases where the Planning Area is expanded following a decennial census, when a new municipality incorporates within the Planning Area, or when an agency's representation is required by federal or state law.
- 2) *Non-voting Membership.* The GSATS-NCTCC may provide, in its bylaws, for the appointment of non-voting members representing federal, state, or local agencies impacting transportation within the Planning Area. Non-voting members shall not be counted for the purposes of establishing a quorum.
- 3) *Duties.* The duties and responsibilities of the GSATS-NCTCC are as follows:
  - a) The general review, guidance and coordination of the transportation planning process for the Planning Area, and with the responsibility for making recommendations to the respective local and state governmental agencies and the GSATS-NCTAC regarding any necessary actions relating to the continuing transportation planning process;
  - b) The development, review, and recommendation for approval of the Comprehensive Transportation Plan, Prospectus, Transportation Improvement Program, Metropolitan Transportation Plan, Federal-Aid Urban System and Urbanized Boundary, and other matters referred to it by the GSATS-NCTAC or GSATS Policy Committee; and
  - c) Promoting citizen participation and preparing and reviewing reports for transportation studies.
- 4) *Bylaws.* The GSATS-NCTCC shall meet as often as it is deemed appropriate and advisable and shall maintain bylaws to govern the conduct of its meetings and specify operating procedures. The GSATS-NCTCC bylaws shall be established or modified by a two-thirds vote of the membership.
- 5) *Quorum and Attendance.* A quorum of the GSATS-NCTCC shall consist of, at the minimum, at least 51% of the total voting members. Electronic meetings and voting ARE allowed as long as proper public notice is given and meeting materials are available to the public upon request. Except as is otherwise provided herein, a majority vote of the quorum present shall be sufficient for the approval of matters coming before the committee.

Any member who does not attend two consecutive GSATS-NCTCC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting; however, membership is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.

#### **Subsection F. Open Meetings and Records**

The GSATS North Carolina Transportation Advisory Committee and the GSATS North Carolina Technical Coordinating Committee, as well as any established sub-committees, are responsible for carrying out the provisions of North Carolina G.S. Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records.

### **Subsection G. Designation of Lead Planning Agency; Duties; Funding**

The Waccamaw Regional Council of Governments (WRCOG) shall serve as the Lead Planning Agency. Administrative coordination for the GSATS Policy Committee, the GSATS-NCTAC and the GSATS-NCTCC will be provided by WRCOG as the Lead Planning Agency who shall report through its GSATS MPO Director:

- 1) *Duties.* The Lead Planning Agency will be responsible for the following functions:
  - a) Providing a secretary for the GSATS Policy Committee, GSATS-NCTAC and the GSATS-NCTCC;
  - b) Arranging meetings and agendas;
  - c) Maintaining minutes and records;
  - d) Preparing a Prospectus and Unified Planning Work Program;
  - e) Serving as custodian of all MPO plans and documents;
  - f) Through its GSATS-MPO Director, leading and facilitating meetings of the GSATS-NCTCC;
  - g) Collecting from local governments, minutes and resolutions that document transportation plan revisions, and submitting these to the North Carolina Department of Transportation;
  - h) Monitoring the transportation planning process to insure its execution is in accordance with the MPO goals and objectives;
  - i) Performing other coordinating functions as assigned by the GSATS Policy Committee or GSATS-NCTAC from time to time;
  - j) Lead responsibility for structuring public involvement in the transportation planning process; and
  - k) Preparation of the PL Expenditure Report and other grant management.
- 2) *Funding.* All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process for the North Carolina portion of the Planning Area will be expended in accordance with the Unified Planning Work Program adopted by the GSATS-NCTAC. Administration of funding in support of the transportation planning process on behalf of the GSATS Policy Committee and GSATS-NCTAC will be conducted by the Lead Planning Agency which will execute appropriate agreements with funding agencies as provided by the Unified Planning Work Program.

## **SECTION II. SIGNATORY RESPONSIBILITIES**

The jurisdictions and agencies represented by this agreement will assist in the transportation planning process by providing assistance, data, and inventories in accordance with the "Prospectus for Transportation Planning". Each jurisdiction and agency shall maintain active membership and, as appropriate, designate alternates to ensure continuous representation on the committees created hereunder.

**SECTION III: TERMINATION**

Subscribing agencies to this Memorandum of Understanding may terminate their participation in the Continuing Transportation Planning Process by giving sixty days written notice to other parties prior to the date of termination.

**SECTION IV: MEMORANDUM SUPERSEDES CONFLICTING AGREEMENTS**

Where conflicting with the provisions herein, this Memorandum of Understanding supersedes and replaces any prior memorandum(s) of understanding or agreement(s) between the parties.

**SECTION V: AUTHORIZATION AND EXECUTION OF MEMORANDUM**

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the Town of Calabash by its Mayor, the Town of Carolina Shores by its Mayor, the Town of Holden Beach by its Mayor, the Town of Ocean Isle Beach by its Mayor, the Town of Shallotte by its Mayor, the Town of Sunset Beach by its Mayor, the Town of Varnamtown by its Mayor, Brunswick County by its Chairman of the Board of Commissioners, the Grand Strand Area Transportation Study by its Chairman of the Policy Committee, the Waccamaw Regional Council of Governments by its Executive Director, the South Carolina Department of Transportation by the Secretary of Transportation, and the North Carolina Department of Transportation by the Secretary of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Seal)

**TOWN OF CALABASH**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(Seal)

**TOWN OF CAROLINA SHORES**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(Seal)

**TOWN OF HOLDEN BEACH**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor



(Seal)

**TOWN OF OCEAN ISLE BEACH**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(Seal)

**TOWN OF SHALLOTTE**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(Seal)

**TOWN OF SUNSET BEACH**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(Seal)

**TOWN OF VARNAMTOWN**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(Seal)

**COUNTY OF BRUNSWICK**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners

**GRAND STRAND AREA TRANSPORTATION STUDY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
GSATS Policy Committee Chairman

**WACCAMAW REGIONAL COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
WRCOG Executive Director

**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Secretary of Transportation

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Secretary of Transportation

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**ECONOMIC DEVELOPMENT COMMISSION**

<b><u>Board Member</u></b>	<b><u>Appt. Date</u></b>	<b><u>Term</u></b>	<b><u>District</u></b>	<b><u>Exp. Date</u></b>
Dianne F. McRaney	03/10	3	1	03/01/2016
Dwight Willis	02/12	3	2	03/01/2015
Smith Patrick	03/11	3	3	03/01/2014
King, Ralph	03/11	3	4	03/01/2014
James McKoy	03/12	3	5	03/01/2015
Eli Smith	03/08	3	1	03/01/2014
Bill Kirby	03/11	3	2	03/01/2014
Stephen Dragos	03/10	3	3	03/01/2016
Donald Ray Long	03/10	3	4	03/01/2013
Jeremy Phillips	12/10	3	5	03/01/2016
Michael Reaves	02/12	3	At Large	03/01/2015
Don Hughes	01/11	3	At-Large	03/01/2014
Tom Adams	02/12	3	At-Large	03/01/2015

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**EQUALIZATION & REVIEW**

<b><u>Board Member</u></b>	<b><u>Appt. Date</u></b>	<b><u>Term</u></b>	<b><u>District</u></b>	<b><u>Exp. Date</u></b>
Chris Barbee	03/13	2	1	04/01/2015
Bertha Bell	04/12	2	2	04/01/2013
Boyd Williamson	03/13	2	3	04/01/2015
Ray Real	03/13	2	4	04/01/2015
Grace Beasley	03/11	2	5	04/01/2013

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**BRUNSWICK COUNTY MARINE FISHERIES ADVISORY BOARD**

<b><u>Board Member</u></b>	<b><u>Appt. Date</u></b>	<b><u>Term</u></b>	<b><u>District</u></b>	<b><u>Exp. Date</u></b>
Potts, Mike	06/12	2	1	07/01/2014
Edwards, Melba	09/12	2	2	08/01/2014
Martin, Marvin	03/11	2	3	02/01/2013
Beasley, Alan	03/13	2	4	02/01/2015
Jones, Elgie	02/12	2	5	02/01/2014

**RETURN THIS APPLICATION TO:**

**Deborah Gore, Clerk to the Board  
Post Office Box 249  
Bolivia, North Carolina 28422**

**Email Your Application To:  
dgore@brunscos.net  
Phone Number: 910-253-2017  
Fax Number: 910-253-2004**

**BRUNSWICK COUNTY  
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES**

The undersigned is interested in community service and provides this information for use by the Brunswick County Board of Commissioners in considering his/her qualifications for appointment to boards or committees.

**PLEASE PRINT**

I am interested in serving on: Marine Fisheries Advisory Board

Full Name: Floyd Jerome (Jerry) Dilsaver

List complete address: (Please include street name, town, post office box number, all that is applicable)

113 NW 8<sup>th</sup> Street – Oak Island, N.C. - 28465

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Contact Information: Home Phone: 910-278-4575

Mobile: 910-279-6760

Work: 910-278-4575

Email Address: captjerry@captjerry.com

Fax Number: 910-278-4575

Permanent Resident of Brunswick County [Yes]   X   [No]        How many years? 11 years

Registered to vote in Brunswick County [Yes]   X   [No]       

Present Job/Employer Address: Outdoor Writer and Photographer / Self employed

113 NW 8<sup>th</sup> Street – Oak Island, N.C. 28465

Past Employment:

North Carolina Sportsman Magazine 2002 – 2009

Carolina Sportsman Magazine 1992 – 2002 and 1986 – 1989

New Bern Net Company 1989 – 2002

Part time work as commercial fisherman, charter boat operator and hunting guide 1968 – present

## Brunswick County Advisory Boards Application Pg. 2

Educational Background/Experience/Training that would qualify for appointment:

High School – Southport High School and Frederick Military Academy – Diploma 1969

East Carolina University – B.S. 1985

Are you currently serving on any other Boards in Brunswick County: [Yes] \_\_\_\_\_ [No] X

If Yes, List Name of Board:

Current Civic/Community Participation:

N.C. Marine Fisheries Southern Regional Advisory Board

Long Bay Artificial Reef Association Board of Directors

N.C. Division of Marine Fisheries Saltwater Tournament Advisory Board

N.C. Public Access Foundation Board of Directors

Fishermen in Support of Heroes Board of Directors

N.C. Kayak Fishing Association Advisory Board

Conduct fishing programs for the Oak Island Parks and Recreation Department

Do you anticipate any conflicts of interest if appointed? [No] X [Yes] \_\_\_\_\_

If Yes, Explain:

Floyd J. Dilsaver

O3 / 11 / 2013

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Signature of Applicant

Date